

**AGREEMENT****PROFESSIONAL AND  
TECHNICAL EMPLOYEES**

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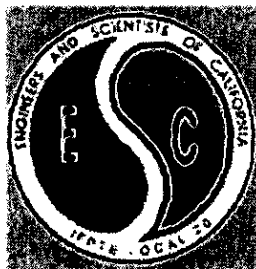
Between

**ENGINEERS AND SCIENTISTS  
OF CALIFORNIA, LOCAL 20  
IFPTE, AFL-CIO & CLC**

and

**PACIFIC GAS AND ELECTRIC  
COMPANY**

DATED JUNE 1, 2003 - 12/31/007



188 PP



**Pacific Gas and  
Electric Company™**

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June 13, 2000

PACIFIC GAS AND ELECTRIC COMPANY EMPLOYEES:

Pacific Gas and Electric Company and ESC Local 20 reaffirmed today their commitment to continue the labor-management partnership process that was established in April 1995 to address issues related to the maintenance and operation of gas and electric systems to ensure the delivery of safe, reliable, and responsive service to Pacific Gas and Electric Company customers.

The principles of Letter Agreement 93-7 will be utilized to establish labor-management cooperation committees to address the following issues:

Determine the labor force required to deliver safe, reliable, and responsive service, and to address issues related to storm response, infrastructure maintenance, etc.

Determine appropriate Performance Based Ratemaking targets to be used in future CPUC proceedings.

Pacific Gas and Electric Company and ESC Local 20 reaffirm their commitment to work together in a collaborative manner to address issues critical to Pacific Gas and Electric Company's ability to compete now and in the future, and to promote profitability for Pacific Gas and Electric Company, and employment and income security for Pacific Gas and Electric Company employees. It is our mutual best interest – the company's, the union's, and the employees' – to ensure Pacific Gas and Electric Company's success.

s/Gordon R. Smith

GORDON R. SMITH  
President & Chief Executive Officer  
Pacific Gas and Electric Company

s/Marlayne Morgan

MARLAYNE MORGAN  
Business Manager  
ESC Local 20

# AGREEMENT

## PROFESSIONAL AND TECHNICAL EMPLOYEES

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Between

ENGINEERS AND SCIENTISTS  
OF CALIFORNIA, LOCAL 20  
IFPTE, AFL-CIO & CLC

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PACIFIC GAS AND ELECTRIC  
COMPANY

DATED JUNE 1, 2003 - 12/31/07



188 PP



**Pacific Gas and  
Electric Company™**

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3/29/04

This agreement dated May 1, 1955, has been amended on the following dates:

August 1, 1956  
August 1, 1957  
August 1, 1959  
August 1, 1960  
August 1, 1962  
August 1, 1963  
August 1, 1966  
July 1, 1970  
June 25, 1972  
July 1, 1974  
January 1, 1977  
January 1, 1980  
January 1, 1983  
January 1, 1984  
January 1, 1988  
January 1, 1991  
January 1, 1994  
January 1, 1997  
January 1, 2000  
*June 1, 2003*

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## EXHIBITS

The following amended Exhibits to the Agreement of 1955 are attached and made a part hereof:

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May 1, 2003

Engineers and Scientists of California  
Local 20, IFPTE, AFL-CIO and CLC  
350 Frank Ogawa Plaza, 8<sup>th</sup> Floor  
Oakland, CA 94612

Attention: Marlayne Morgan, Business Manager

Dear Ms. Morgan:

This letter and its attachments will confirm the Company's understanding of the settlement reached on April 23, 2003, between the Company's Negotiating Committee and the Union's Negotiating Committee in General Negotiations with respect to the Agreement between Company and Engineers and Scientists of California, Local 20, IFPTE. This settlement agreement is subject to a ratification vote by Local 20 bargaining unit members at PG&E. We understand that the Union's Bargaining Committee, Business Manager and Unit Member Board all recommended ratification of the settlement.

**1. Term**

Five years, June 1, 2003 through December 31, 2007. Includes a commitment to bargain in good faith over separate Newco agreements.

**2. Wages**

The Company will grant a general wage increase, rounded up to the nearest nickel, of four percent (4.0%), effective June 1, 2003, four percent (4.0%), effective January 1, 2004 and four percent (4.0%), effective January 1, 2005. Notwithstanding the provisions of Section 28.1, either party may re-open this Agreement with respect to the subject of wages by giving notice of such re-opening to the other party 60 days prior to January 1, 2006 and January 1, 2007. A lump sum payment of \$900 will be paid to active employees who were on the payroll as of January 1, 2003.

**3. Construction**

A GC bidding/transfer process will be implemented based on recommendations from the GC Bidding Subcommittee and described in proposed LOA 00-08-ESC.

**4. Expanded Roles**

The use of expanded roles, as described in LOA 94-13-ESC, has proven to be an effective tool in addressing some staffing issues in the Design job family. The parties agree that it is no longer considered a "pilot" and, by mutual agreement, may be applied to other job families.

**5. Testing Criterion for Classifications With Formal Training Programs**

As a prerequisite to entering classifications with formal training programs (e.g. ETP), employees must attain a satisfactory score on the current Company testing requirements (including the Technical Test Battery).

## **6. Premium Standardization**

Company and Union agree to establish a Premium Standardization Committee to simplify the administration of payroll rules to facilitate administration in the current environment and to successfully position for future system implementation. Also, included for discussion in this Subcommittee will be standardization of the shift premiums.

## **7. Committees**

Company and Union have agreed to the committee assignments as described below. Any recommendations of these committees will be forwarded to the Company's Manager of Industrial Relations and the Union's Business Manager for their approval.

- o **Mapping Ad-Hoc Committee** - The parties agree to convene an ad-hoc committee for the Mapping Department to discuss issues of mutual interest. Each party will provide agenda items at the first meeting, which will be convened no later than October 2003. The agenda will include, but not be limited to, development of a letter agreement describing the content and implementation of the Mapper Advancement Program.
- o **Land Ad Hoc Committee** - The parties agree to convene an ad-hoc committee for the Land Department to discuss issues of mutual interest. Each party will provide agenda items at the first meeting, which will be convened no later than September 2003, and will conclude the business of this committee no later than December 2003.
- o **ETP Ad Hoc Committee** - The parties agree to convene the ETP Committee no later than three months after ratification to discuss updates and administration of the ETP process and develop a training format for CGT Estimators.
- o **Distribution Engineer Ad Hoc Committee** - This committee will be established to discuss pay rates for the Distribution Engineer job family. Any costs beyond participant time will be shared by both parties and the committee will not begin its work until issues associated with Arbitration 147 are resolved. This committee will submit its recommendations to the Business Manager, ESC Local 20, and Manager, Industrial Relations, within six months from its initial meeting.
- o **Travel Time Ad Hoc Committee** - Company and Union agree to establish this committee within 30 days following ratification, to discuss and clarify provisions of Section 7.6 of the Agreement, including its application to project site visits.

## **8. Severance Agreement and Release**

While no changes were made to the Severance Program outlined in Exhibit J of the Agreement, the Company and Union agreed to a number of changes in the Severance Agreement and Release designed to make the agreement more reader friendly. The new Severance Agreement and Release will be part of a separate Letter Agreement between the parties.

## **9. Critical Pay**

A critical classification premium will be temporarily piloted to address employee turnover and retention with a three-tiered premium structure based on geographical cost of living information.



## **10. Long Term Disability**

For disabilities occurring on or after the date of ratification: No Social Security offset will be assumed until Social Security disability is actually granted. When Social Security is granted, family disability payments attributable to the employee will be included in the offset. To continue on LTD for more than two years, an employee must be deemed disabled by Social Security. Participants who have not received a final Social Security Disability ruling within 24 months may receive a monthly extension of up to an additional 36 months of Long-Term Disability benefits, for a total of 60 months.

The time period for LTD eligibility will be reduced from six cumulative months from onset of disability to five consecutive months.

Other changes include return to work language for current and future LTD recipients, including creation of a vacancy in the employee's classification within commutable distance when the employee is deemed able to return to work.

## **11. Plan of Reorganization**

(a) Company shall provide the following notification in writing to an entity that will, on or after June 1, 2003, acquire any property or facility at which employees covered by this Agreement have regularly assigned jobs:

Acquiring entity agrees to recognize Engineers and Scientists of California, Local 20, IFPTE ("Union") as the exclusive bargaining representative of those employees hired by the acquiring entity, who were covered by Section 3.1 of this Agreement, when such recognition would be required by federal labor laws. Acquiring entity further agrees to defend and indemnify Pacific Gas and Electric Company against any claim arising out of an alleged failure of the acquiring entity, for any reason, to comply with the recognition obligation imposed under this provision.

(b) The only claim the Union may have against Company under this section is for the Company's failure to provide the provision specified in section (a) above in writing to the acquiring entity.

(c) Company shall meet with Union (not to exceed three representatives) to provide staffing information over the impact the Company's pending Plan of Reorganization may have on work performed by employees covered by Section 3.1 of this Agreement at appropriate times.

(d) If the Company's pending Plan of Reorganization is confirmed and consummated, and if the Plan's consummation impacts employees covered by Section 3.1 of this Agreement, Company shall promptly meet with Union (not to exceed three representatives) to discuss the effects of such impact on affected employees. In addition, Company shall comply with all provisions of this Agreement applicable to the Plan's consummation.

## **12. Pension**

A 20% pension adjustment will be made for retirees who retired prior to 1/1/78. The parties agree to meet, in good faith, to re-open discussions regarding pension adjustments for 2006 and 2007.

Effective 1/1/04, the pension formula will be increased to 1.5% of pay for the first 25 years of service and to 1.6% of pay for years of service above 25.

**ILLUSTRATIVE EXAMPLES**  
**Pension Formula Benefit (effective 2004)<sup>1</sup>**

**Senior Engineering Estimator**

Example based on 32 years of service:

Basic Weekly Pay on 1/1/05 \$ 1,429.50  
Pension Band 45

25 years @ 1.5% of pay  
Monthly Equivalent Pay x .015 x Credited Service (25 years)  $\$ 92.95 \times 25 = \$ 2,323.75$

7 years @ 1.6% of pay  
Monthly Equivalent Pay x .016 x Credited Service (7 years)  $\$ 99.15 \times 7 = \$ 694.05$

Total Monthly Pension Benefit  $\$ 2,323.75 + \$ 694.05 =$  **\$ 3,017.80**

**Design Engineer**

This example also based on 32 years of service:

Basic Weekly Pay on 1/1/05 \$ 1,528.35  
Pension Band 55

25 years @ 1.5% of pay  
Monthly Equivalent Pay x .015 x Credited Service (25 years)  $\$ 99.45 \times 25 = \$ 2,486.25$

7 years @ 1.6% of pay  
Monthly Equivalent Pay x .016 x Credited Service (7 years)  $\$ 106.08 \times 7 = \$ 743.56$

Total Monthly Pension Benefit  $\$ 2,486.25 + \$ 742.56 =$  **\$ 3,228.81**

**13. Retiree Medical**

Effective 1/1/04, a medical account balance of up to \$7,500 will be established for current and future retirees. Retirees may use their account balance to pay 50% of their medical premium contribution. The account balance amounts will be prorated from 10 to 25 years of service.

A ten-year minimum service requirement is established for eligibility for future retiree medical benefits. In addition, the Company's fixed contribution for future retirees will be prorated from 0 to 25 years of service for both over- and under-age 65 retirees.

Effective 6/1/03, retirees who drop medical coverage through the Company will be allowed to re-enroll during future open enrollment periods.

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<sup>1</sup> Monthly Pension Benefit is unreduced for early retirement or spouse/joint beneficiary and does not include any premiums. Monthly Pension Benefit will be different based on classification and rate of pay. Pension income is one source of retirement income. Other sources include Social Security, the Savings Fund Plan [401(k)], and personal savings.

**14. Medical (Effective 1/1/04 unless otherwise noted)**

- Replaces current POS, PPO and OOA plans with new PPO and OOA plans.
  - o Includes changes to copayments and coinsurances.
  - o Changes in network deductibles will be effective 1/1/05.
- Increases HMO copayments.
- Increases allowed EAP visits from three to six visits.
- Establishes Kaiser in-patient drug and alcohol rehabilitation benefits (effective upon ratification).
- Establishes a mandatory generic drug provision for prescription drug coverage.
- Establishes cost sharing of 3.75% of medical plan premiums.

**15. 401(k)**

Employees will be eligible to start contributing to the plan upon hire date, to contribute up to 20% of covered pay to the plan, and to receive the maximum employer matching contribution after only three years of service.

**16. Attachments**

Attached are amended contract sections as agreed to during the negotiations, as follows:

- a. ESC Agreement and its Exhibits, Supplements and Clarifications
- b. Medical, Dental and Vision Agreement
- c. Benefit Agreement

If any of the above or the attachments thereto are not in accordance with your understanding of our settlement, please let me know immediately.

Sincerely,

*/s/ Bruce A. Tison*

Bruce A. Tison  
Manager and Principal Negotiator

Attachments

September 4, 2003

Engineers and Scientists of California  
Local 20, IFPTE, AFL-CIO and CLC  
350 Frank Ogawa Plaza, 8<sup>th</sup> Floor  
Oakland, CA 94612

Attention: Marlayne Morgan, Business Manager

Dear Ms. Morgan:

On August 25, 2003, PG&E and IBEW Local 1245 concluded general negotiations, with the assistance of a Federal Mediator, for the IBEW Physical Agreement. Both parties made changes to their respective positions to reach agreement on this table settlement.

One of the changes contained in the Physical table settlement is to grant a one-time payment equal to the amount employees would have received if the general wage increase had been implemented on January 1, 2003. The one-time payment applies to employees on the active payroll on the date of ratification of the Physical Agreement. This one-time payment will apply to straight-time, overtime and 401(k) and will be made as soon as practical on a regular paycheck. The 401(k) deduction and Company match will be based on the employee's 401(k) contribution election as of August 31, 2003.

The Company proposes upon ratification of the Physical Agreement, that the one-time payment cited above also apply to employees represented by ESC Local 20, taking into consideration the \$900 lump sum payment that has already been made. The 401(k) deduction and Company match will be based on the employee's 401(k) contribution election as of May 31, 2003. The retroactive amount will be calculated for each ESC employee. If the retroactive amount comes out to more than \$900, the employee will receive the difference. If the amount comes out less than \$900, no deduction will be made and the employee will not receive any additional pay.

The inclusion of 401(k) deductions to be made from the retroactive pay is contingent upon approval by the Employee Benefits Committee. Company will submit a similar letter agreement to IBEW Local 1245, proposing to treat IBEW Clerical bargaining unit employees in the same manner.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided and return one executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By: s/Bruce A. Tison

Bruce A. Tison  
Manager and Principal Negotiator

The Union is in accord with the foregoing and agrees thereto as of the date hereof.

ENGINEERS AND SCIENTISTS OF CALIFORNIA  
LOCAL 20, IFPTE, AFL-CIO and CLC

September 8, 2003By: s/Marlayne Morgan

Marlayne Morgan  
Business Manager

## AGREEMENT

THIS AGREEMENT made and entered into this first day of May 1955 by and between PACIFIC GAS AND ELECTRIC COMPANY, hereinafter referred to as the Company, and ENGINEERS AND SCIENTISTS OF CALIFORNIA - IFPTE, AFL - CIO & CLC, hereinafter referred to as the Union. (Amended 7/1/70, 7/1/72, 1/1/74, 1/1/77, 1/1/80, 1/1/83, 1/1/84, 1/1/88, 1/1/91, 1/1/94, 1/1/00, 6/1/03)

### TITLE 1. PREAMBLE

1.1 The parties hereto desire to facilitate the peaceful adjustment of differences that may, from time to time, arise between them to promote harmony and efficiency to the end that the Company, the Union, and the general public may benefit therefrom and to establish wages, hours, and working conditions for certain hereinafter designated employees of the Company. Therefore, the parties hereto agree as follows:

#### 1.2 PRINCIPLES

The parties recognize that the free private enterprise system in the United States has produced the highest standard of living anywhere in the world, and they hereby confirm their adherence to and belief in that system. In accordance with such belief, the parties support the principle of private ownership of public utilities under enlightened regulation by public authority. Further, the parties support the principles of collective bargaining and self-organization.

#### 1.3 NONDISCRIMINATION

It is the policy of Company and Union not to discriminate, *harass or allow the harassment of an employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, physical or mental disability, medical condition, veteran status, marital status, pregnancy, sexual orientation, gender identity, or a request for family medical leave*, or any other non-job related factor. (Amended 6/1/03)

1.4 Use of the male gender in this Agreement includes the female, as appropriate. (Amended 1/1/83)

#### 1.5 SECTION TITLES

Section titles in this Agreement are for identification purposes only and are not to be used for the purpose of interpreting either the intent or the meaning of the language of any section. (Added 1/1/88)

### TITLE 2. CONTINUITY OF SERVICE

2.1 The Company is engaged in rendering public utility services to the public, and the Union and the Company recognize that there is an obligation on each party for the continuous rendition and availability of such services.

2.2 The duties performed by employees of the Company, as part of their employment pertain to and are essential to the operation of a public utility and the welfare of the public dependent hereon. During the term of this Agreement, employees shall not partially or totally abstain from the performance of their duties for the Company. The Union shall not call upon or authorize employees individually or collectively to engage in such activities and shall make a reasonable effort under the circumstances to dissuade employees from engaging in such activities, and the Company shall not cause any lockout. (Amended 7/1/72)

**2.3** Employees who are members of the Union shall perform loyal and efficient work and Service and shall use their influence and best efforts to protect the properties of the Company and its service to the public and shall cooperate in promoting and advancing the welfare of the Company and in preserving the continuity of its service to the public at all times.

**2.4** The Company and the Union shall cooperate in promoting harmony and efficiency among Company employees. (Amended 1/1/88)

### **TITLE 3. RECOGNITION**

#### **3.1 RECOGNITION**

For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, the Company recognizes the Union, certified by the National Labor Relations Board in Case 20-RC-1502, May 21, 1952, and 20-RC-17430, September 10, 1998, as the exclusive representative of employees in the classifications which are enumerated in Exhibit A, which is attached hereto and made a part hereof. (Amended 1/1/00)

#### **3.2 APPLICABILITY**

The provisions of this Agreement shall be limited in their application to employees of the Company who are described in Section 3.1. Except as clearly indicated otherwise, the words "employee" and "employees" shall refer only to employees described in Section 3.1. As used herein, "Region" refers to any of the geographical Regions of the Company, "Department" refers to those Departments of the General Office in which employees described in Section 3.1 are employed, and "Department Head" refers to the *Director* or other head of any of said Department. (Amended 6/1/03).

#### **3.3 DELETED 8/1/60.**

### **TITLE 4. REPRESENTATIVES**

#### **4.1 UNION STEWARD**

The Union may select an employee in each Division and Department to serve as its Union Steward in the conduct of its affairs and in its administration of this Agreement. Each such Union Steward may designate, as required, other employees to assist him/her and to act as his representative. (Amended 1/1/94)

#### **4.2 NONDISCRIMINATION**

The company will not discriminate against any employee because of his membership in the Union or his activity in the Union.

### **TITLE 5. UNION SECURITY**

#### **5.1 AGENCY SHOP**

(a) Thirty days after being employed or entering a classification listed in Exhibit A, every employee covered by this Agreement shall, as a condition of employment (1) become a member of the Union, or (2) in the alternative, an employee must tender a registration fee to the Union in such an amount as the Union may prescribe (but in no event to exceed the initiation fee required by Union members) and shall tender, monthly, an agency fee as established by the Union in an amount not to exceed the amount of the monthly dues and per capita fees required of Union members. (Amended 1/1/80)

(b) Any employee of the Company in a classification represented by the Union on June 25, 1972, and who, on June 25, 1972, was an employee and not a member of the Union and who remains an employee continuously after June 25, 1972, is exempt from the provisions of Subsection 5.1(a) unless he becomes a member of the Union after said date. (Amended 1/1/88)

(c) Any such employee appointed to any classification out of the bargaining unit covered by this collective bargaining Agreement may withdraw from membership in the Union, and his obligation to pay dues or agency fee shall thereby terminate on the last day of the month during which the employee withdraws. (Amended 1/1/91)

(d) **Dues:** Any employee who is or who becomes a member of the Union shall, as a condition of employment, tender to the Union periodic dues uniformly required by the Union as a condition of acquiring or retaining membership. (Amended 1/1/88)

(e) **New Hire List:** The Company shall provide a list of employees hired or transferred into the bargaining unit, since the date of the previous list, once each month. (Amended 1/1/91)

## **5.2 CHECK OFF OF DUES**

The Company will deduct from their wages and turn over to the proper officers of the Union the agency fees as outlined in Section 5.1(a)(2) or the Union membership dues of such members of the Union as individually and voluntarily certify in writing that they authorize such deductions. The form of check off authorization shall be approved by the Company and the Union. (Amended 8/1/61, 1/1/88)

**5.3** The Company shall, on request, furnish the Union annually with a list of the names and addresses of employees described in Section 3.1. Such list will reflect the employment rolls as of December 31. (Amended 7/1/72)

## **5.4 TERMINATION FOR NONPAYMENT OF DUES**

Upon written request from the Union, the Company shall, within 21 calendar days, terminate the employment of any employee who fails to comply with the requirement of this Title. (Added 1/1/74)

## **5.5 GRIEVANCES**

If any dispute arises under the provisions of this Title, it shall be referred directly to the appropriate Investigating Committee for determination under the grievance procedure provided for in this Agreement. (Added 1/1/88)

# **TITLE 6. UNION ACTIVITY**

## **6.1 BULLETIN BOARDS**

(a) The Company shall designate those of its bulletin boards that may be used by the Union and shall indicate by lettering the portion of each that shall be reserved for the Union's use. The Company shall erect additional bulletin boards in any location where it may be found that existing bulletin boards are not adequate.

(b) In addition to the bulletin boards provided in 6.1 (a) above, Company shall provide to the Union an electronic bulletin board to which all represented employees have access. Entries on the Union Bulletin Board shall be made by designated Company officials. (Added 1/1/94)

(c) The Company will use the electronic bulletin board as the source of providing job bidding information outlined in Title 21. (Added 6/1/03)

**6.2** The Union's use of bulletin boards shall be limited to the posting thereon of official notices of meetings and similar matters relating to official Union business and its relationship with the Company. The Union shall not post thereon any matter derogatory to the Company or to its customers.

### **6.3 REPRESENTATIVES OF UNION**

At the Union's request, the Company shall authorize any representative of the Union to enter any Company properties on which employees represented by the Union are employed. Such authorization shall be for the purpose of enabling such representative to transact Union's business other than the solicitation of employees to join the Union or the collection of dues and does not interfere with the work in progress. (Amended 1/1/80)

### **6.4 CONFIDENTIAL MATTERS**

The Union shall not require or request an employee to divulge to it or its representatives any matter concerning the Company's operations or interests which the Company regards as confidential.

### **6.5 PAY FOR EMPLOYEES REPRESENTING UNION**

Employees who are absent from work at the Union's request with the Company's permission for short or intermittent periods of time because of their activities as its officers or members engaged in negotiations, meetings, or special committees shall be paid by the Company at their present classification wage rate. Such payments shall be advanced as "Union wages". Further, during such time, such employees will be considered as employees of the Union for all employment purposes set forth in the Workers' Compensation and Insurance Chapter of the California Labor Code.

In return, the Union shall reimburse the Company for any such wages advanced to an employee pursuant to the provisions herein and the added cost to the Company of replacing such employee, if any. (Added 1/1/83)

### **6.6 NEW EMPLOYEE ORIENTATION**

The Company's local Human Resources Representatives shall notify in writing the designated *Union representative* within 30 days of the reporting of duty for new bargaining unit employees. Upon said notification, the parties shall schedule necessary paid time (not to exceed one-half hour) and facilities for the Union to provide orientation information regarding the obligations and benefits of Union membership. In addition, the Company shall include a one page document, as submitted by the Union, in the package of information provided to employees hired into classifications represented by the Union summarizing the benefits of Union membership. Such document shall not include matter derogatory to the Company or its customers. (Amended 6/1/03)

## **TITLE 7. HOURS**

### **7.1 WORKWEEK AND BASIC WORKWEEK**

A workweek is defined to consist of seven consecutive calendar days, and a basic workweek is defined to consist of five workdays of eight hours each. The days in the basic workweek shall be known as workdays, and other days in the workweek shall be known as non-workdays. Employees may be scheduled to work more or less than five days per week or for more or less than eight hours per day; but in any such event, the basic workweek shall continue to be as herein defined.

### **7.2 BASIC WORKWEEK DESCRIBED**

The basic workweek shall be from Monday through Friday provided, however, that the Company may establish a basic workweek other than Monday through Friday for employees assigned to work which cannot be conveniently or practicably performed in a basic workweek of



Monday through Friday. The number of employees who shall be required to work a basic workweek other than Monday through Friday shall be kept at a minimum.

### **7.3 HOURS - GENERAL**

In general, and except as otherwise provided herein, the regular hours of work shall be from 8 a.m. to 5 p.m. with not more than one hour off for lunch. When the lunch hour is scheduled for less than one hour, adjustment to correspond thereto shall be made in hours of work. If the lunch hour is advanced or delayed by the employee's supervisor for more than one hour for any employee(s) working in the office, the employee(s) involved shall be paid at the overtime rate for work performed in the regular lunch period and may eat lunch on Company time. The Company may establish hours of work other than as provided herein for employees assigned to work which cannot conveniently or practicably be performed during such hours. (Amended 1/1/83)

### **7.4 HOURS CHANGES**

(a) **Public Authorities and Agreement:** The regular hours of work established herein may be changed by the Company at the request or direction of public authorities provided, however that before any such change is made, the Company shall discuss it with the Union. Such hours of work may also be changed by agreement between the Company and the Union. The Company shall not be required to pay overtime compensation by reason of any change made as provided in this Section.

(b) **Temporary Hours Change - Individual:** At the request of an individual employee and with his supervisor's permission, the regular work hours of an employee may be temporarily advanced or delayed without requiring the Company to pay overtime compensation. Changes made under this Subsection shall not result in an increase or a reduction of hours worked on any given day. (Added 1/1/83)

(c) The regular hours of work of an employee(s) may be temporarily advanced or delayed at the request of a majority of the employees reporting to the same supervisor, if in the supervisor's discretion such requested change will not interfere with operational requirements. The granting of such a change will not result in an increase or reduction of hours worked on a workday or workweek, or require the payment of overtime compensation. (Added 1/1/83)

(d) **Temporary Hours Change - Land:** At the discretion of the Company, General Office Land Department Field employees may be scheduled to work (1) an eight hour workday for 10 consecutive workdays or (2) a 10-hour workday for eight consecutive workdays or (3) a modified 10 hour workday, four day workweek between the last week in May and the first week in October for field employees on selected assignments. (Added 1/1/83)

(e) **Alternate Work Schedule - 4/10's:** Alternate work schedules consisting of four ten hour days may be established on a voluntary basis by local Letter Agreement in accordance with the provisions of Letter Agreement 93-11-ESC attached hereto as Exhibit B. (Added 1/1/94)

(f) **Alternate Work Schedule - 9/80's:** Alternate work schedules consisting of eight nine hour days and one eight hour day in a two week period may be established by local Letter Agreement on a voluntary basis in accordance with the provisions of Letter Agreement 93-12-ESC attached hereto as Exhibit B. (Added 1/1/94)

### **7.5 CHANGE OF HOURS - FIRST FOUR DAYS**

The Company may schedule employees to work for periods of eight hours at other than their regular work hours when necessary; in which event, the Company shall pay overtime compensation to daily and weekly employees for all work performed outside of regular work hours for the first four workdays following such change. On the fifth workday and thereafter for the duration of any such situation, the Company shall pay the straight rate of pay for work performed

on workdays during the hours of work established under this Section. If any such situation extends beyond four workweeks, the Company and the Union may agree to rotate the assignment of employees thereto but in such event the overtime compensation herein provided for will not be paid to any employee for more than the first four workday periods worked outside of regular work hours.

#### **7.6 TEMPORARY HEADQUARTERS - TRAVEL TIME**

Except as provided in this Title and in Title 10, regular employees on a weekly pay rate and probationary employees shall normally report for work and leave from work at regularly established Company headquarters and any time spent in traveling between such headquarters and the job site shall be considered as time worked. If such employees are required to report directly from their living quarters to a temporary headquarters, travel time involved *shall be considered as time worked*. Such employees who go directly from a temporary headquarters to their living quarters shall be paid for the amount of travel time involved *as time worked*. (Amended 8/1/03)

#### **7.7 PRE-AUGUST 1962 EXCEPTIONS**

Section 7.6 shall not apply where, on July 21, 1962, it is the established practice to require employees to report for work at other than regularly established Company headquarters. (Amended 8/1/62)

#### **7.8 GENERAL CONSTRUCTION - REPORTING HEADQUARTERS**

Time spent in traveling by General Construction field employees engaged in construction work shall be compensated only as follows:

(a) When employees are engaged in work on electric power lines, water distribution systems, or gas pipelines, job headquarters shall be established at a location reasonably convenient to board and lodging or to a local transportation system or at a Company Service Center or other Company facility where employees customarily report for work and the time spent in traveling between job headquarters and work sites shall be considered as time worked.

(b) When regular employees are engaged in work other than that described in Subsection 7.8(a), the following shall govern the reporting practice and payment for travel time:

(1) In an unincorporated area except as provided in Subsection (3) hereof, an assembly point shall be designated for each job at a location reasonably convenient to board and lodging and the travel between such point and the work site shall be considered as time worked.

(2) In a town or metropolitan area, employees may be required to report at the work site on their own time.

(3) On a station or hydro job when living quarters are provided by the Company;

(i) when travel from such facilities to the work site is thirty (30) minutes or less each way, such employees shall report at the work site;

(ii) when travel from such facilities to work site requires more than 30 minutes, the travel time each way in excess of 30 minutes shall be considered as time worked;

- (iii) If the work site is inaccessible to automotive transportation, such travel shall be a designated point which is accessible. Accessible to automotive transportation is defined as a route that is (a) reasonable and practical, (b) is safely traversable in a standard two wheel drive passenger car, and (c) is regularly maintained in reasonable repair. (Amended 1/1/88)

(c) A location reasonably convenient to board and lodging as referred to in this Section shall mean any location where board and lodging are within fifteen road miles of the headquarters or assembly point and provided further that such board and lodging are within two road miles of each other, and which is accessible by automobile. Accessible by automobile shall be as defined in Subsection 10.7(b). (Amended 1/1/88)

## **TITLE 8. HOLIDAYS**

### **8.1 HOLIDAY ENTITLEMENT**

Only regular employees who are not on a "leave of absence" and who

- (a) are paid for the workdays immediately before and after the holiday, or
- (b) are off work with permission but without pay for reasons of illness or disability on the workdays immediately before and after the holiday, or
- (c) are paid for the workday either before or after the holiday but are off work with permission without pay on the other day shall be entitled to have the following holidays off with pay when they fall on a workday in such employee's basic workweek:

- |                               |                            |
|-------------------------------|----------------------------|
| • New Year's Day              | (January 1)                |
| • Martin Luther King, Jr. Day | (3rd Monday in January)    |
| • President's Day             | (3rd Monday in February)   |
| • Memorial Day                | (last Monday in May)       |
| • Independence Day            | (July 4)                   |
| • Labor Day                   | (1st Monday in September)  |
| • Veteran's Day               | (November 11)              |
| • Thanksgiving Day            | (4th Thursday in November) |
| • Friday after Thanksgiving   | (See 8.1(d))               |
| • Christmas Day               | (December 25)              |
| • Three Floating Holidays     |                            |

(d) **Friday After Thanksgiving:** Consistent with the provision of Title 2 of this Agreement, employees may be scheduled to work on the Friday following Thanksgiving Day and the provisions of Section 8.5 are not applicable. In lieu thereof, such an employee must elect to take another day off by June 1 of the following year. However, provided the employee has notified his supervisor of his election at least seven calendar days in advance of the day selected, if such day off has not been arranged by the Company by June 1, the provisions of Title 17 shall apply to this next regularly scheduled workday after June 1. The number of such employees who are required to work on the Friday following Thanksgiving Day shall be kept to a minimum consistent with operational needs. (Amended 1/1/94)

### **8.2 FLOATING HOLIDAY**

- (a) An employee may select any day except another holiday or a nonworkday as a floating holiday, either during the vacation sign-up provided for in Section 9.12 or during the year. Except in emergencies, employees shall make a good faith effort to notify their supervisor at least 24 hours in advance for all floating holidays that are not

scheduled in accordance with Section 9.12. A supervisor may, however, limit the number of employees in a classification at a headquarters who may be off on a floating holiday on a given day. If more employees elect a specified day as a floating holiday than can be permitted to be off on that day, the preference will be given in order of Service to employees who sign-up during the annual vacation sign-up. Under no circumstances may an employee with greater Service "bump" an employee who has signed-up for a given floating holiday earlier in the year. (Amended 1/1/83)

- (b) *Employees are strongly encouraged to schedule and take Floating Holidays during the calendar year in which they are granted. However, any unused Floating Holiday hours as of December 31 of each year will be converted to vacation hours and will be deferred pursuant to Section 9.10(a). (Added 6/1/03)*

### **8.3 SUNDAY HOLIDAY**

When any holiday falls on a Sunday, the Monday following shall be observed as the holiday.

### **8.4 HOLIDAY ON EMPLOYEE'S NONWORKDAY**

If a holiday falls on a regular employee's nonworkday, he/she shall be entitled to have one additional workday off with pay. Such day shall be scheduled in conjunction with the employee's next scheduled vacation under the provisions of Title 9, except that such day may be taken prior to his next scheduled vacation with the approval of the supervisor in charge. In no event shall the additional day be taken prior to the date of the holiday.

By agreement between the employee and the Company, the employee may elect to take one day's pay at the straight time rate for each holiday that falls on his nonworkday. Such election shall be exercised within 10 workdays after the holiday falls on an employee's nonworkday. (The provisions of this Section shall not apply to part-time employees.) (Amended 8/1/66, 7/1/71, 1/1/84)

### **8.5 WORK ON A HOLIDAY**

Notwithstanding Section 8.1, a regular employee may be required to work on a holiday which falls on a workday in his basic work week, in which event he shall, in addition to his holiday pay, be compensated therefor at one and one-half times the straight rate as provided in Subsections 17.2(d) and 17.3. (Amended 1/1/88)

### **8.6 Deleted 1/1/88**

### **8.7 HOLIDAY PAY - PROBATIONARY EMPLOYEES**

A probationary employee is not entitled to holiday pay. If the employee works on a holiday, he shall be entitled to one and one-half times his straight rate of pay for time worked. (Amended 8/1/63, 1/1/71, 1/1/88)

### **8.8 HOLIDAY PAY WHEN TEMPORARILY UPGRADED**

The holiday pay of a regular weekly employee who works in other than his regular classification shall be computed as follows:

(a) If such work is authorized on a time card or attendance report basis, it shall be based on the rate of pay of his regular classification.

(b) If such work is authorized on other than a time card or attendance report basis, it shall be based on the rate of pay of the classification to which he is temporarily assigned.

(Section Amended 1/1/71)

**8.9** DELETED 1/1/71

**8.10** DELETED 1/1/71

**8.11** ERROR

If an employee is misinformed as to his holiday entitlement, he will not be required to reimburse the Company for any excess day(s) taken if such employee pointed out the error to his supervisor in writing.

In those cases where an employee has not pointed out the error to his supervisor in writing beforehand, the employee may elect to

- (a) reimburse the Company for the wages paid for the excess day(s), or
- (b) have such excess day(s) be deducted from his current vacation entitlement, if any, or
- (c) have such excess day(s) deducted from his next year's holiday entitlement and if none, vacation entitlement. (Added 1/1/84)

## **TITLE 9. VACATIONS**

### **INTRODUCTION**

The purpose of this Title is to establish an earned annual vacation allowance for all regular employees who have completed their first year of continuous Company employment. The primary intent of the Title is to provide for time away from work with pay on the basis of work performed in the previous year and as an incentive for future Service to the Company. Any dispute over the application of any Section of the Title that is properly raised through the grievance procedures of this Agreement shall be resolved in a manner consistent with this expressed purpose and intent.

### **9.1 DEFINITIONS**

#### **ELIGIBILITY**

- (a) The provisions of this Title apply only to Regular Employees:
- (b) A Regular Employee is an employee who has fulfilled the applicable requirements of Section 13.5 of this Agreement.
- (c) Earned Annual Vacation Allowance is the number of paid vacation days which an employee has earned in the previous calendar year. The number of paid vacation days will be determined by the straight-time days worked in the preceding calendar year and years of employment. (Amended 1/1/74)

## 9.2 VACATION ALLOWANCE

(a) A regular employee who completes his first year of Service shall be entitled to vacation with pay in accordance with the following table: (Amended 1/1/91)

Employment Date:		Days of Vacation
From	to inclusive	
January 1	February 3	10
February 4	March 9	9
March 10	April 11	8
April 12	May 14	7
May 15	June 16	6
June 17	July 19	5
July 20	August 21	4
August 22	September 23	3
September 24	October 26	2
October 27	November 28	1
November 29	December 31	0

(b) In the subsequent calendar years, a regular employee shall be entitled to vacation with pay in accordance with the following table:

Subsequent Calendar Years Following Date of Employment	Workdays With Pay
2 - 5	10
6 - 15	15
16 - 21	20
22 - 29	25
30 and greater	30

(Amended 1/1/91)

(c) (Deleted 1/1/91)

(d) (Deleted 1/1/91)

(e) (Deleted 1/1/91)

(f) (Deleted 1/1/91)

## 9.3 SERVICE ANNIVERSARY VACATION - BONUS VACATION

(a) In the fifth calendar year following his employment date and in each fifth calendar year thereafter, the Company shall grant each employee a Service anniversary vacation of five workdays. A Service anniversary vacation shall be in addition to the annual vacation allowance set forth in Section 9.2 above to which the employee may be otherwise entitled in that calendar year, and he acquires no right as to all or any part of the Service anniversary vacation unless he works in the calendar year in which it is granted. The Service anniversary vacation, as herein provided, vests on the first day of each calendar year in which an employee qualifies for a Service anniversary vacation and must be taken in that calendar year. The provisions of this Section shall not apply to part-time or intermittent employees. (Amended 1/1/80)

(b) In each of the first five calendar years following his employment date, an employee who has used five days or less of paid or unpaid sick leave in the preceding year shall be entitled to have one day of bonus vacation in addition to any vacation allowance the employee

is entitled to as set forth in Section 9.2. An employee must complete one year of Service before becoming qualified for such day. In the tenth calendar year following an employee's employment date and in each fifth calendar year thereafter, an employee who has used 25 days or less of sick leave during the five preceding calendar years shall be entitled to five bonus days of vacation in addition to the vacation allowance the employee is entitled to as set forth in Section 9.2. In determining the number of sick days used in computing 25 days or less, no more than 10 days or eighty hours will be charged to the employee in any one year. The bonus vacation, as herein provided, vests on the first day of each year in which an employee qualifies for a bonus vacation and must be taken in that calendar year. An employee acquires no right to all or any part of the bonus vacation unless such employee works in the calendar year in which it is granted. The provisions of this Section shall not apply to part-time or intermittent employees. (Amended 1/1/84)

#### **9.4 PART-TIME AND INTERMITTENT REGULAR EMPLOYEES**

A regular part-time or intermittent employee shall earn an annual vacation allowance as determined in the foregoing Section 9.2, but such allowance will be based on the ratio of the total straight-time hours worked by him/her in a year to 2,080 hours. (Amended 1/1/91)

#### **9.5 FORFEITURE OF VACATION**

(a) An employee who is absent for 22 consecutive workdays or more in any calendar year by reason of leave of absence or layoff without pay for any reason or for 110 workdays or more in any calendar year by reason of industrial disability shall, in the following calendar year, forfeit for each 22 workdays of such absence, 1/12th of the number of days of vacation to which he is entitled, to be computed to the nearest full day. An employee may, at his option, take the full vacation to which he would be otherwise entitled, in which event, he shall receive no vacation pay for the number of days of vacation he has forfeited as herein determined. Any employee who is affected under this Section shall be notified in writing, and a copy of the notification shall be placed in the employee's Human Resources file. (Amended 1/1/83, 1/1/88, 1/1/91)

(b) If any absence is for less than 22 consecutive workdays in duration because of leave of absence or layoff without pay for any reason, or is for less than 110 workdays in duration because of industrial disability, an employee shall be entitled to a full vacation as provided for in Section 9.2. (Amended 1/1/91)

(c) An employee who has qualified for a vacation and who is laid off for lack of work shall be paid a vacation allowance under the provisions of Section 9.6. Thereafter, if he returns to work and his Service is not deemed to be broken under the provisions of Title 13, his vacation allowance for the next calendar year shall be computed on the basis of 1/10th of the allowance provided for in Section 9.2 for each 22 workdays remaining in the calendar year of his return to employment. (Amended 1/1/74)

(d) The provisions of this Section do not apply to part-time employees. (Added 1/1/84)

#### **9.6 TERMINATION OF EMPLOYMENT**

(a) Any employee who terminates his Service with the Company for any reason shall be paid a vacation allowance of 1/12th of his annual vacation for each calendar month he has worked beyond January 1 of the year in which he leaves the Company's Service, plus any unused vacation earned in the calendar year(s) preceding his termination provided:  
(Amended 7/1/72, 9/1/74)

(1) he was first employed before December 31, 1969, and he retired from the Company's Service under the provisions of the Company's Retirement Plan, or

(2) he was first employed after December 31, 1969, or

(3) his vacation entitlement as of December 31, 1970, was calculated on the basis of the then existing provisions of Sections 9.11 to 9.20 inclusive of this Agreement.

(b) Any employee, other than an employee described in Subsection (a) above, whose Service with the Company terminates shall, upon such termination, be paid only a vacation allowance equivalent to the unused vacation earned in the calendar year(s) preceding such termination. (Amended 1/1/74)

#### **9.7 HOLIDAYS DURING VACATION**

If any of the holidays enumerated in Title 8 occurs during an employee's vacation, it shall not be counted as one day of vacation. The employee shall receive pay for the holiday as such. If a holiday occurs on a non-workday in conjunction with an employee's vacation, the provisions of Title 8 shall be applicable. (Amended 1/1/84)

#### **9.8 PAY COMPUTATION**

(a) Except as otherwise provided in Subsection 9.8(c), vacation pay shall be computed at the straight rate of pay applicable to the employee's regular classification as to the time his vacation is taken. (Amended 1/1/88)

(b) The vacation pay of an employee who works in other than his regular classification on a daily time transmittal basis shall be based on the rate of pay of such employee's regular classification. (Amended 1/1/80)

(c) The vacation pay of an employee who is temporarily upgraded at the time his vacation begins on other than a daily time transmittal basis shall be based on the rate of pay of the classification to which he is temporarily upgraded. In no case, however, shall such upgraded rate of pay apply beyond the expiration date of the temporary upgrade. (Added 1/1/80)

#### **9.9 SICK LEAVE**

(a) The Company shall not require an employee to take his vacation in lieu of sick leave.

(b) An employee who becomes sick or disabled while on vacation shall continue to receive vacation pay unless

(1) the employee has been hospitalized for one day or more for which he otherwise would receive sick pay, or

(2) his doctor has ordered him/her to remain in bed for two or more such days. (Added 1/1/74)

#### **9.10 DEFERRED VACATION**

(a) An employee may defer vacation in one year and add it to his vacation in the next year, provided that the Company gives its approval thereto prior to December 1 of any year. In no event shall an employee defer vacation longer than one year or be permitted to take more than a total of two vacation allowance years in any one vacation year, or take a vacation in advance of the year in which it is due. An employee may defer vacation in consecutive years provided that in no event shall the amount of vacation deferred exceed more than one year's vacation allowance. (Amended 1/1/80)

(b) If an employee foregoes any part of his vacation, the Company shall pay him/her for the time worked and, in addition, shall pay him/her his vacation pay allowance, provided, however, that in no event shall an employee be permitted at his option to forgo his vacation for the purpose of receiving his vacation pay allowance in addition to pay for time worked. Time worked



in lieu of time off for vacation shall not be considered overtime as such but shall be compensated at the rates of pay applicable to the work performed.

#### **9.11 STARTING DAY**

(a) In general, vacation shall be scheduled in weekly increments to commence on Monday, except for an employee whose basic workweek starts on a day of the week other than Monday where the vacation shall commence with the starting day of the employee's basic workweek.

(b) By prior arrangement with the employee's supervisor, an employee shall be allowed vacation in increments of one day or more on any day of the week, except where prohibited by operational needs or where the payment of overtime to another employee would be required. (Added 1/1/83)

(c) Except for employees of General Office Land Department assigned to field jobs, vacation days may be pre-scheduled in one-half day increments where such increment, in the reasonable judgment of the employee's supervisor, will not interfere with the work in progress and will not require another employee to work overtime. (Added 1/1/83)

#### **9.12 SCHEDULING**

(a) An employee desiring to use vacation during the months of January, February, and March shall indicate his choice of vacation periods by December 15 of the preceding year. The Company shall post on appropriate bulletin boards in each headquarters a special sign-up schedule for this purpose.

Not later than March 5 of each year, there shall be another vacation schedule sign-up in each department in each headquarters where employees shall designate their choice of vacation periods for the months of April to December for that year. Such schedule shall be posted no later than March 15 on the appropriate headquarters' bulletin boards. (Amended 7/1/72)

(b) The Company shall schedule vacations throughout the calendar year and shall prepare the annual vacation schedule on the basis of the sign-up giving effect where possible to the selection of employees in order of their Service. (Amended 7/1/72, 1/1/74)

(c) To prevent undue interference with the proper and economic rendition of Service to the public, the Company may designate the number of employees at a headquarters, the number of employees within a classification at a headquarters or within a Division or the number of employees within a combined group of classifications at a headquarters or within a Division which may be on vacation at one time. In such event, there shall be a separate sign-up schedule for each such group and a vacation schedule shall be prepared for each group giving effect, where possible, to the selection of employees in order of their Service within the group designated. (Amended 1/1/74)

(d) If an employee elects to divide his annual vacation into two or more periods of a sign-up schedule and it is possible for the Company to give effect thereto, such employee shall be given preferential consideration over other employees in his selection of only one of such periods until all other employees within the groups have indicated their first choice of a vacation period. Where more than one employee in a headquarters or group desires to divide his vacation into two or more periods on a sign-up schedule, there shall be subsequent sign-ups as required for selection of open periods not filled by the previous sign-up. Sign-ups for additional periods shall be conducted in the same manner with the employee with the most Service having his choice of vacation periods not yet selected. (Amended 1/1/74)

(e) The Company may schedule vacations by crews in the interest of economy and efficiency of operation, in which event the vacation period for each crew shall conform as nearly as practicable to the dates selected by a majority of the crew members in the sign-up provided for

herein. When vacations are scheduled by crews, a member of one crew may exchange his vacation period with a member of another crew in the same classification.

#### **9.13 ERROR**

If an employee is misinformed as to his vacation allowance, he will not be required to reimburse the Company for any excess day(s) taken if such employee pointed out the error to his supervisor in writing. In those cases where an employee has not pointed out the error to his supervisor in writing beforehand, the employee may elect to (a) reimburse the Company for the wages paid for the excess day(s) or (b) have such excess day(s) deducted from his next year's vacation entitlement. (Amended 1/1/80)

#### **9.14 UNANTICIPATED VACATION**

Any combination of vacation hours, up to 16 per year, may be taken in increments of one hour or more, not to exceed six (6) consecutive hours, at an employee's option. (Amended 1/1/94)

#### **9.15 VOLUNTARY VACATION TRANSFER**

By local agreement between the Company and the Union, employees may voluntarily sell vacation and transfer the proceeds to an employee experiencing a medical emergency, (including a medical condition of a family member), who has insufficient leave available to cover their absence from work. (Added 1/1/91)

### **TITLE 10. EXPENSES**

#### **REGIONS AND GENERAL OFFICE**

**10.1 (a) Temporary Assignments:** When employees are assigned to temporary work at such distance from their established headquarters that it is impracticable for them to return thereto or to their regular place of abode, they shall be reimbursed for the personal expenses they incur for board, lodging, and transportation in connection therewith, provided they board and lodge at places to be designated by the Company. If the Company does not designate board and lodging places for such employees, it shall reimburse them for reasonable expenses for board and lodging incurred in such assignments. Other incidental items of expense approved in advance of the assignment shall also be allowed. The Company will give the employee as much advance notice of such an assignment as is reasonable and practical under the circumstances necessitating the temporary work assignment. (Amended 1/1/77, 1/1/80)

**10.1 (b) Interviews:** An employee who, at the Company's request, is required to travel for the purpose of attending an interview shall be reimbursed by the Company for all reasonable costs incurred, including travel time during regular work hours on a workday, transportation or mileage rates, and board and lodging when authorized in advance. If at all possible, interviews and travel time will be scheduled on workdays during regular work hours. (Added 1/1/80)

**(c) Use Of Personal Vehicle:** If it becomes necessary for an employee to perform temporary work away from his headquarters, the Company shall provide transportation or shall reimburse him/her for the cost of using public transportation, provided, however, that if solely for the Company's convenience an employee is authorized to use his personal vehicle, the Company shall reimburse him/her therefor on the basis of the maximum nontaxable vehicle mileage allowance allowed by the IRS except that an employee covered under *Utility Standard Practice No. 12 (DDA)* will receive reimbursement as provided therein. However, the application of the (DDA) shall not be reduced without agreement with the Union. (Amended 6/1/03)

*Note: DDA = "Department Director Authorization" and replaces the former "Division Manager Authorization" (DMA).*

## **10.2 RETURN HOME ON NONWORKDAYS**

If employees return to their homes for their nonworkdays including any holiday which immediately precedes or follows their nonworkdays, the Company, at its option, shall allow them the equivalent of any savings it realizes in their board and lodging costs or reimburse them for the expense of round trip transportation by public carrier or provide round trip transportation by Company vehicle.

## **10.3 MOVING EXPENSES**

An employee who changes his Residence from one locality to another at the Company's request shall be reimbursed by the Company for any expense he incurs thereby in moving his household goods, but no reimbursement shall be made by the Company for expenses incurred by an employee in connection with a relocation which is made as a result of his request or as the result of the application of Title 21.

## **10.4 TELEPHONE EXPENSES**

Whenever the Company requires an employee to install and maintain a telephone in his home, the expense thereof shall be borne by the Company.

## **10.5 GENERAL CONSTRUCTION**

The provisions of Subsections 10.1(b) and 10.1(c) shall apply to General Construction employees, and the provisions of Section 10.6 through Section 10.18 shall apply to probationary and regular field employees of General Construction, and Section 10.19 shall apply to employees of the General Construction Service Center at Davis: (Amended 1/1/80)

## **10.6 FIELD EMPLOYEES**

Employees who are transferred from a present headquarters to one at a new location or who are reemployed at a new location within 30 continuous months after layoff for lack of work at a previous location shall be allowed expenses as provided for in Section 10.9. Transfer to a new location or reemployment at a new location shall mean one of the following: (Amended 1/1/94)

(a) a change from an established job headquarters or point of assembly location within an employee's own Residence Area to a location outside such area, or

(b) a change from an established job headquarters or point of assembly location at which the current expense status is based and which is within the area of an incorporated city to a location beyond the city limits or a change from such a location in an unincorporated area to a location within the city limits of an incorporated city, or

(c) a change from a present headquarters or point of assembly in an unincorporated area to another location in an unincorporated area at such distance from the previous location as to cause an employee normally to move his place of abode. (Amended 1/1/80)

## **10.7 EXPENSE ALLOWANCES**

(a) Expense allowances provided for in Sections 10.9 and 10.14 shall be paid or board and lodging provided for in Section 10.10 shall be allowed, to an employee only when the job headquarters or point of assembly to which the employee has been transferred or reemployed is outside the boundary of the employee's Residence Area, except as provided in Subsection 10.9(b). (Amended 1/1/84)

(b) All road mile measurements for the purpose of establishing Residence and per diem expenses shall be determined by measuring distances on road maps acceptable to the Company and the Union. However, when it is not possible to obtain such map measurements, a field check to the nearest measurable point shall be made. Routes selected for road mile measurement shall be accessible by automobile. Accessible by automobile is defined as a route

that is (1) reasonable and practical, (2) regularly maintained in reasonable repair, and (3) is safely traversable in a standard two wheel drive passenger car. (Amended 1/1/88)

(c) The city or town designated for an employee's Residence must be listed as having permanent population in the current Rand McNally Standard Reference Map and Guide of California and must be included in the Company system. (Amended 1/1/80)

## **10.8 RESIDENCE**

### **RESIDENCE AREA DEFINITION**

An employee's Residence and Residence Area shall be determined and used to establish eligibility for expense allowances in accordance with the following:

(a) An employee's Residence is defined as the principal place of abode in the Company system in which the employee normally resides (1) on a regular basis and from which the employee commutes daily or weekly to work locations or (2) one which the employee has a financial responsibility to maintain and to which the employee returns to live on most weekends while on work assignments at more distant job locations. An employee establishes a Residence by filing a Residence Certificate. Employees hired after December 31, 1999, shall have their residence defined in 10.8 (c)(2). (Amended 1/1/00)

(b) An employee's Residence Area is defined as a zone extending 25 road miles from the city hall of the city or town in which the employee's Residence is located. If the employee's Residence is not located in the city or town, the 25 road mile zone will be measured from the city hall of the city or town nearest to such Residence. If there is no city hall in the aforementioned city or town, the 25 road mile zone will be measured from the principal street intersection of the main business district. (Added 1/1/84)

(c) **Per Diem Eligibility:** (1) An employee who, prior to January 1, 1988 is newly hired, rehired more than 30 continuous months after layoff due to lack of work, or rehired after any other type of termination must designate a Residence as defined in Subsection 10.8(a) or (d). However, this employee shall not be eligible for per diem expenses as provided in Subsection 10.9(a) until the employee is transferred to a job location more than 25 road miles from the city hall of the city or town in which the employee was hired or rehired. If the hiring or rehiring location is not established within the limits of a city or town, the 25 road miles will be measured from the city hall of the nearest city or town. If there is no city hall in the aforementioned city, or town, the 25 road miles will be measured from the principal street intersection of the main business district. (Amended 1/1/94)

(2) An employee who, after December 31, 1987, is newly hired, rehired more than 30 continuous months after layoff due to lack of work or rehired after any other type of termination must designate a Residence as defined in Subsection 10.9(a) or (d). An employee who is hired after December 31, 1999, shall have his/her Residence based on his/her hiring location or the location where that employee transfers or pre-bids to under Section 21.2. However, these employees shall not be eligible for per diem expenses as provided in Subsection 10.9(a) until these employees are transferred. (Amended 1/1/00)

(a) to a location more than 50 road miles from the city hall of the city or town in which the employee was hired or rehired, so long as the employee continues to report to a job headquarters that is within the boundaries of the Per Diem Geographic Area in which such employee was hired or rehired, or (Amended 1/1/94)

(b) to a location more than 25 road miles from the city hall of the city or town in which the employee was hired or rehired and in different Per Diem Geographic Area than that in which such employee was hired or rehired. (Added 1/1/94)

(c) such employees shall not become eligible for per diem as a result of an exchange or rotation pursuant to Subsection 10.18(b) provided that the next transfer returns the employee to the original hiring area (as defined above); except that while the employee is working within a commuting distance (as defined in Subsection 10.18(b) of his Residence Area, he may receive per diem as provided in Subsection 10.9(a). (Amended 1/1/88)

(d) The Per Diem Geographic Areas referenced in this Section are those contained in Exhibit G of this Agreement or as amended from time to time by agreement of Company and Union. (Added 1/1/94)

(d) **Change of Residence:** (1) An employee may change his Residence as defined in Subsection 10.8(a) at any time; however, the employee may have only one Residence at a time. An employee who changes his Residence under this Subsection must file a new Residence Certificate immediately. The new Residence Certificate will become effective on the date of the change of Residence, except employees hired after December 31, 1999. (Amended 1/1/00)

(2) Since the payment of per diem expenses is based upon the location of the employee's Residence, the employee is vouching that his Residence Certificate does, in fact, identify a Residence (as defined in Subsection 10.8(a) and not temporary living accommodations. Any employee who knowingly falsifies or delays filing such a Residence Certificate shall be required to reimburse the Company for any overpayment of per diem and shall be subject to disciplinary action, including discharge, except employees hired after December 31, 1999. (Amended 1/1/00)

#### **10.9 PER DIEM**

Subject to the provisions of this Title, employees who provide their own board and lodging shall be entitled to per diem expense allowance as follows:

(a) Each scheduled day an employee works in the basic workweek or is prevented from performing such scheduled work by inclement weather conditions covered in Title 19; each day an employee reports for prearranged or emergency work on a non-workday; holidays which fall on a workday in the basic workweek, provided such an employee works on the adjacent workday or such day is also observed as a holiday pursuant to the provisions of Title 8; each non-workday during which an employee is required to take more than four hours of travel time under the provisions of Section 10.6. (Amended 1/1/83, 1/1/84)

<u>Zone</u>	<u>Road Miles from the city Hall or Principal Intersection* of Employee's Residence to the Reporting Location</u>	<u>Amount of Per Diem</u>
1	More than 25 but 35 or less	\$6.25
2	More than 35 but 45 or less	\$10.50
3	More than 45 but 55 or less	\$14.00
4	More than 55 but 65 or less	\$19.25
5**	More than 65	\$25.00

\*The principles set forth in Subsection 10.8(b) also dictate whether the city hall or principal intersection is to be used for this purpose.

\*\* When an employee volunteers to work in excess of 52 weeks in Zone 5 he/she will be paid the \$25.00 per day and reimbursement for lodging and the payment will be subject to payroll and withholding taxes. (Amended 6/1/03)

Employees in Zone 5 have a choice. They can elect to commute and receive \$ 25.00 or choose to stay overnight and receive \$ 25.00 plus full reimbursement for lodging. The employee must indicate on the daily time card which choice he/she has made for that day. Per Diem for employees receiving expenses while in Zone 1-4, or while commuting in Zone 5 will be paid on the regular payroll. The lodging and the \$ 25.00 meal reimbursement for employees in Zone 5 who elect to stay overnight will not be subject to payroll taxes or withholding taxes. See Letter Agreement 92-25 for further clarification on this subsection. See Exhibit G for further clarification. (Amended/Corrected 6/1/03))

Note: The per diem amounts listed above will be in effect from June 1, 2003, through December 31, 2007. (Amended 6/1/03)

(b) If a new Residence is established by an employee who is being transferred to, or is presently reporting at, a job headquarters location which is outside the present Residence Area but inside the proposed Residence Area, the employee will be eligible to receive per diem expenses at the per diem rate established for Zone 1 only until the completion of 52 consecutive weeks at his current headquarters location (measuring from the date the employee transferred to the current headquarters). If such 52 consecutive week period has elapsed when an employee makes such a Residence change, the employee will not be eligible for per diem expenses until he/she is transferred to a job location outside his new Residence Area. (Amended 1/1/80, 1/1/83)

(c) An employee cannot qualify for per diem expense allowances and/or increase his per diem by moving his Residence further from his job headquarters. Such employee's per diem status and/or rate of per diem shall remain unchanged until his next following transfer. (Added 1/1/84)

(d) The continuity of the consecutive workweek periods referred to in Subsection (b) shall not be broken by the special assignment of an employee under Section 10.14, but such workweek periods shall be extended by a period of time equal to the period of time of such a special assignment.

(e) When an employee who maintains a temporary Residence while on a job that is outside his Residence Area or the employee who is receiving expenses under Subsection 10.9(b) is unable to work due to illness, he/she shall be allowed per diem expenses for up to five workdays during any single period of illness. Employees who have temporary Residences will qualify for this allowance by providing evidence that this Residence was maintained during the period of illness. (Amended 1/1/80)

#### **10.10 COMPANY PROVIDED FACILITIES**

Employees may elect to use Company-provided camp and boarding facilities in lieu of providing their own board and lodging pursuant to Section 10.9 or Subsection 10.14(b) or 10.14(c). In which case, the Company shall provide such employees board and lodging for the duration of the periods they work at locations where board and lodging facilities are made available. Such camp and boardinghouse facilities shall be of reasonable quality. (Amended 1/1/84)

#### **10.11 MOVING EXPENSES**

When an employee is moved from one camp to another on a single project, the Company shall reimburse him/her for traveling expenses and for other expenses incurred therein in transporting his household goods.  
(Added 8/1/63, Amended 1/1/91)

#### **10.12 IN LIEU OF PER DIEM**

An employee may receive expense allowance under Section 10.9 or 10.14, or the employee may elect to use the Company-provided board and lodging referred to in Section 10.10. However, the employee will not be allowed to receive benefits under more than one section at the same time. (Amended 1/1/84)

#### **10.13 PROJECTS**

Provisions will be negotiated on an individual project basis, as needed, with the Union.  
(Amended 1/1/91)

#### **10.14 SPECIAL ASSIGNMENT**

When the Manager in charge orders that the employee be temporarily detached from the employee's established headquarters and assigned to a temporary, emergency, or special job at another location outside the employee's Residence Area, with the expectation that he/she shall return to such headquarters within a 30 day period, or orders that an employee be sent on a special temporary assignment to a location outside the employee's Residence Area while enroute between jobs, the employee shall be eligible to elect either option (a) or (b) below. (Amended 1/1/84)

(a) Such employee shall be reimbursed for actual board and lodging expenses incurred herein for a period not to exceed 30 consecutive days. Reimbursement for actual expenses shall be made after the employee submits an Expense Account accompanied by receipts for lodging and receipts and justification for any meals which exceed the amounts specified in Subsection 16.6(b). All expenses are expected to be reasonable and appropriate for the geographical location in which the temporary assignment is located. Upon such employee's request, the Company shall provide him/her with an appropriate monetary advance on his anticipated board and lodging expense reimbursements. If such temporary, emergency, or special job location is at a headquarters or point of assembly at which Company-provided board and lodging are available, the employee shall not be eligible to select the provisions of this option (a) but shall be eligible to select the provisions of option (b) below. If an employee's temporary, emergency, or special job assignment continues beyond 30 consecutive days, it shall not thereafter retain its temporary character but shall be deemed to be a transfer to a new headquarters. In which event, the employee shall be entitled to a per diem allowance under the provisions of Section 10.9. (Amended 1/1/88)

(b) While on special temporary assignment at one location, an employee may elect to receive, for the period on special assignment, a per diem allowance equal to the amount such employee is eligible to receive under Subsection 10.9(a) in lieu of reimbursement for actual expenses provided for in this Section for (1) each scheduled day he/she works in his basic workweek or is prevented from performing such scheduled work during inclement weather conditions covered in Title 19, (2) each day he/she reports for work on a non-workday, and

(3) holidays which fall on a workday in his basic workweek, provided that the employee works on an adjacent workday or such day is also observed as a "holiday" pursuant to the provisions of Title 8.

(c) Notwithstanding any of the foregoing, a series of short assignments (30 days or less each) shall be considered a special temporary assignment for the duration of such series of assignments. In no event shall the employee be paid expenses at two locations concurrently. Such series of assignments will not constitute changes in headquarters for the purposes of Section 10.6. (Amended 1/1/84)

(d) Any continuous period of attendance at a Company training class which has been agreed to between the Company and the Union shall be considered a special temporary assignment for the duration of such assignment and shall qualify for expenses as provided in Subsections 10.14(a) and 10.14(b) above except, however, while on such training assignment an employee whose Residence is more than 50 road miles away from such training facility may be required to utilize board and lodging which is provided by the Company, in lieu of receiving per diem or full expenses. An employee whose Residence is located between 25 and 50 miles of the training facility may elect to utilize the Company provided board and lodging or a per diem expense allowance as provided for in Subsection (b) above. Such board and lodging shall be of reasonable quality. Such assignment will not constitute a change in headquarters for the purposes of Section 10.6. Travel to such classes shall be as provided in Section 10.16 (Amended 1/1/88)

(e) Employees who are sent on special temporary assignment and who are required to use Company transportation to the temporary location will, to the extent reasonably possible, and subject to the availability of appropriate Company vehicle(s) for meeting their personal needs. (Amended 1/1/88)

#### **10.15 ILLNESS WHILE IN CAMP**

Notwithstanding the foregoing Sections of this Title, an employee shall not be entitled to an expense allowance for any day he/she is absent from duty by reasons of illness or other personal reason except as provided for in Subsection 10.9(e). Camp and boardinghouse facilities shall, however, be available at no cost for not more than five days during a period of illness of an employee who has elected to receive board and lodging under Section 10.10. (Amended 1/1/84)

#### **10.16 TRAVEL ALLOWANCE**

(a) When an employee is transferred to a new job headquarters or point of assembly, he/she shall be compensated for either (1) the actual time he/she spends traveling from his former job headquarters or point of assembly, exclusive of stopovers or (2) one hour for each 45 miles or portion thereof traveled, whichever is greater. (Amended 1/1/84)

(b) Where possible, all travel time pursuant to this Section 10.16 shall be taken during regular work hours on a workday and shall be compensated at the straight rate of pay for the classification the employee will hold at his new headquarters or point of assembly except that, if the Company required an employee to travel for more than four hours outside of regular work hours or on a non-workday, the travel time in excess of four hours shall be paid at one and one-half times the straight rate of pay for the classification the employee will hold at his new headquarters or point of assembly. (Amended 1/1/84)

(c) When transportation facilities therefor are not furnished by the Company or other mode of transportation is not authorized in advance, reimbursement of transportation expense shall be based on the maximum non-taxable vehicle mileage allowance by the IRS. (Amended 1/1/00)



(d) The foregoing provisions of this section do not apply if the employee is transferred from one headquarters or point of assembly to another headquarters or point of assembly and

(1) both locations are 25 miles or less from each other, and

(2) both locations are within 60 miles of the employee's Residence Area, and

(3) if the employee normally commutes from home to both locations.

Note: Exception, if more than one such transfer is made in a workday, the employee shall receive mileage pursuant to Subsection 10.16(c) and shall be allowed actual travel time during regular work hours. (Subsection Added 1/1/88).

#### **10.18 HARDSHIP TRANSFERS**

(a) Notwithstanding anything contained herein, the Company, by agreement with the Union, may transfer any employee who requests such a transfer for substantial reasons. Such transferred employee shall not be entitled to travel time or reimbursement of transportation expense. Upon written request from an employee, submitted concurrently to the Company and the Union, the Company and the Union shall give such request good faith consideration. Any transfer granted under the provisions of this Section shall remain in effect until the substantial reason which justified the transfer no longer exists or for a period not to exceed six months, whichever is less, unless the Company and the Union agree to an extension of the time period in increments not to exceed six additional months. (Amended 1/1/88)

(b) If granted a hardship under the provisions of Subsection (a) above and upon the conclusion of the period for which a hardship transfer was granted the Company transfers the employee back to the previously assigned job headquarters where the hardship was granted, such employee shall retain the same per diem status as previously held at that job headquarters. If such employee is transferred to a different job headquarters from where the hardship was granted, such employee shall be eligible for per diem pursuant to the provisions of Sections 10.8 and 10.9. (Amended 1/1/88)

(c) **WORK ASSIGNMENT - RESIDENCE CONSIDERATION:** The parties recognize that the work of General Construction may often require working at a job location outside of an employee's Residence Area. The parties also recognize the Company's right to transfer employees at its discretion to perform the work assigned to General Construction. Nevertheless, it is the Company's intent to attempt to place employees as close to their Residence as possible, commensurate with General Construction's work assignments.

(1) Such intent may include the exchange of headquarters between employees in same or equivalent classifications who possess similar skills, knowledge and abilities and who mutually agree to such an exchange.

(2) Further, such intent may take into consideration the rotation, when practical, at reasonable intervals, of those employees in the same or equivalent classifications who possess similar skills, knowledge and abilities who have worked long distances from their Residence Area with those employees who have remained within a reasonable commuting distance (75 road miles or less but not more than one and one-half hours normal travel time) of their Residence Areas for similar period of time. For the purpose of this section "reasonable intervals" is considered to be approximately 6 to 12 months.

(3) Employees who exchange headquarters pursuant to Subsection (1) above shall not be eligible for the travel allowance provided for in Subsection 10.16(a).

(d) **Expense Allowance Errors:** If an error is made in the expense allowance to which an employee is entitled which results in an overpayment to the employee, the employee shall not be required to reimburse the Company beyond the first 60 days of such overpayment. However, extenuating circumstances may relieve the employee of responsibility of reimbursement for overpayment of less than 60 days.

#### **GENERAL CONSTRUCTION SERVICE CENTERS**

**10.19** (a) An employee regularly assigned to a General Construction Service Center shall not be subject to transfer to other job locations as are field employees and shall not be entitled to a per diem allowance or other expense allowance while at the Center. If, however, such an employee transfers to the field, the employee shall file a Residence Certificate, as provided in Section 10.8, on or before the date of such transfer. Any per diem expenses due the employee will be based on such Residence Certificate.

(b) When an employee who is regularly assigned to a General Construction Service Center is assigned to a temporary work at such distance from the established headquarters at the Center that it is impracticable to return thereto or to the employee's regular place of abode, actual personal expenses for board and lodging for the duration of such assignment shall be allowed, provided that the employee boards and lodges at places designated by the Company. The time spent by such an employee in traveling to such temporary job at its beginning and from it at its conclusion and any expense incurred therein shall be paid by the Company.

If on the employee's non-workday any such employee remains at such designated place, expenses for board and lodging on such days shall be paid by the Company; but if the employee goes elsewhere for personal convenience, the Company shall not reimburse the employee for any expense that the employee incurs thereby. If any such employee returns home for non-workday including any holiday which immediately precedes or follows the employee's non-workdays, the Company, at its option, shall:

(1) allow the equivalent of any savings it realizes in the employee's board and lodging costs, or

(2) provide round trip transportation by Company vehicle between the temporary headquarters and the regular headquarters at the enter and pay travel time in each direction, such travel time to be considered as time worked.

(c) (Deleted 1/1/84.)

#### **GENERAL PROVISIONS FOR EMPLOYEES ATTENDING COMPANY TRAINING PROGRAMS**

**10.20** The provisions of Sections 7.3, 7.6, 10.1, and 10.2 shall not apply to an employee who is temporarily assigned to attend training programs at other than his regular headquarters. In such assignments, the following provisions apply:

(a) When arrangements are made for an employee to travel each day between his living quarters and the training location, he/she shall be given an allowance for the time involved, which is in excess of the time normally taken in traveling between his living quarters and his regular headquarters, and such compensation shall be paid at his regular straight-rate of pay.

(b) (1) If it is impracticable for an employee who attends a training program to return to his regular headquarters or to his living quarters each day, the Company shall, for the duration of the training assignment, provide him/her board and lodging or, at its option, provide him/her with lodging and reimburse him/her for the reasonable cost for meals. With the advance

approval of the supervisor in charge of the training classes, local transportation expense and other incidental expenses shall be paid by the Company.

(2) An allowance for reasonable travel time incurred by an employee in traveling between his regular headquarters or living quarters and the training location at the beginning and at the end of his training assignment shall be authorized. Such allowance shall be computed at the straight rate of pay of his classification at his temporary headquarters and shall also include reimbursement for reasonable cost of meals incurred while traveling.

(3) If on his non-workdays an employee remains at the training location, his board and lodging on such days shall be provided by the Company; or if the Company does not provide board on such days, it shall authorize him/her to obtain such meals elsewhere and reimburse him/her for the reasonable costs incurred in obtaining such meals.

(4) If an employee elects not to utilize Company designated board and lodging on his non-workdays including any holiday which immediately precedes or follows his non-workdays, the Company shall allow him/her for transportation the sum of \$10 per day for each of such days. In lieu of such allowance, the Company may provide transportation arrangements between the training location and his living quarters or regular headquarters in accordance with (c) below.

(c) In arranging transportation under the provisions of (a), (b)(2), and (b)(4) above, the Company at its option, shall

(1) provide individual or group transportation by the Company vehicle, or

(2) authorize in advance of the assignment the use of an employee's personal vehicle.

Travel time in connection thereto will be compensated in accordance with Section 10.20(b)(2). (Added 1/1/00)

(d) When an employee is authorized to use his personal vehicle as a means of transportation under the provisions of (c) above, he/she shall be entitled to a vehicle mileage allowance at the mileage rates as provided for in subsection 10.1(c). (Amended 1/1/00)

(e) The regular hours of work of an employee may be temporarily advanced or delayed on days the employee attends training classes. Such a change will not result in an increase or reduction of hours worked on a workday or workweek or require the payment of overtime compensation. Provisions of Subsection 10.20(a) shall apply to travel outside of the regular work hours. When an employee on an alternate work schedule attends a training program on that employee's regular day off (RDO), then that employee shall be compensated with a day off in lieu of overtime or straight time for that time spent in training and traveling on the RDO, but not to exceed the number of hours which would normally be worked by the employee on the in lieu day off. (Amended 1/1/00)

## **TITLE 11. SICK LEAVE**

### **11.1 QUALIFICATION**

After completing one year of Service and for each year of Service thereafter, a regular employee shall be allowed sick leave with pay for a total of 80 hours per calendar year. A regular part-time or intermittent employee shall be allowed sick leave with pay for such portion of 80 hours per calendar year, as the ratio of straight-time hours worked in a year to 2,080 hours. (Amended 1/1/91)

## **11.2 ACCUMULATION**

A regular employee, in addition to his annual sick leave which he/she is allowed under the provisions of Section 11.1, shall be allowed further sick leave with pay which shall not exceed the total of his unused annual sick leave in the eight years immediately preceding.

## **11.3 ADDITIONAL SICK LEAVE AFTER TEN YEARS**

In the calendar year in which the Company anticipates that an employee may attain 10 years of Service and in any calendar year thereafter, an employee whose sick leave record qualifies him/her in accordance with the formula shown below shall, upon exhausting his accumulated and current sick leave, be allowed additional sick leave, if needed, not to exceed 160 hours in such calendar year.

(a) For each of the preceding eight calendar years, calculate the employee's annual sick leave accrual by subtracting from 80 hours each year the hours not exceeding 80 hours of sick leave he/she used in such year.

(b) Total such annual sick leave accrual for the eight years involved.

(c) If such total is 320 hours or more, the employee shall be qualified for the additional allowance.

(d) Once the employee has qualified for such additional allowance, such additional allowance shall be renewed in full on the first day of each succeeding calendar year.

## **11.4 ADDITIONAL SICK LEAVE AFTER 20 YEARS**

In the calendar year in which the Company anticipates that an employee may attain 20 years of Service, an employee who has qualified for additional sick leave under Section 11.3 shall, upon exhausting such additional sick leave as provided in Section 11.3, be allowed, if needed, an additional 160 hours in such calendar year. Once the employee has qualified for such additional allowance, such additional allowance shall be renewed in full on the first day of each succeeding calendar year.

## **11.5 ORDER OF USE**

Current sick leave shall not be applied until cumulative sick leave has been exhausted. Cumulative sick leave shall be applied in the order in which it accumulated.

## **11.6 HOURLY INCREMENTS**

(a) Sick leave shall be charged by the hour with no charge made for increments of less than one hour. Such time off as that allowed for an employee's personal medical, and dental appointments shall be charged as sick leave.

(b) No deduction shall be made for an increment of less than one hour from the wages of a regular employee who has exhausted his sick leave. (Added 1/1/83)

## **11.7 HOLIDAYS**

If a holiday occurs on a workday during the time an employee is absent on sick leave with pay, he/she shall receive pay for the holiday as such and it shall not be counted as a day of sick leave.

## **11.8 ABUSE OF SICK LEAVE**

(a) The Company may require satisfactory evidence of an employee's illness or disability before sick leave will be granted if the Company can demonstrate the employee is

abusing sick leave. If an employee abuses the sick leave provisions of this Agreement by misrepresentation, he/she shall restore to the Company all sick leave payments he/she received as a result of such abuse. In case of recurring offenses by the employee, the Company may cancel all or any part of his current and cumulative sick leave and may treat the offense as it would any other violation of a condition of employment. If an employee submits falsified documents or records for the purpose of obtaining sick leave, the Company may discharge the employee. In such event, the employee's recourse to the grievance procedure will be limited to the determination of whether the misconduct occurred. Charges of alleged discrimination in the application of this Section shall be investigated by the Local Investigation Committee described in Title 14. (Amended 1/1/88)

(b) **Excessive Use:** When the Company determines that an employee's sick leave usage is excessive and unacceptable, the employee shall be notified of such determination in writing. Upon such notification, the employee may be advised to seek medical care and/or to follow a prudent course of action to resolve the problem. As part of this procedure, the Company shall, where appropriate, offer the resources of the Employee Assistance Program; or require a medical review by a panel physician; or may offer a medical leave of absence, or may advise the employee of the right to apply for Long-Term

(c) **Disability:** If the employee's unacceptable use of sick leave is not corrected in a reasonable period of time, the Company may consider the employee unavailable for work and may treat the case as it would any other violation of a condition of employment, provided that all of the foregoing shall be subject to the applicable provisions of the Labor Agreement, Review Committee decisions, and Arbitration decisions. (Amended 1/1/88)

#### **11.9. TERMINATION DUE TO PHYSICAL DISABILITY**

If a regular employee is required permanently to leave the Service of the Company because of physical disability, he/she shall, on termination of employment, be entitled to an allowance which shall be the equivalent of sick leave to which he/she would be entitled under the provisions of Sections 11.1, 11.2, 11.3, and 11.4.

#### **11.10. LIGHT DUTY**

(a) Except as provided in Section 25.2, if an employee's health or physical ability becomes temporarily impaired to such an extent that he/she cannot perform the work of his classification, the Company shall, if practical to do so, give such employee light work within his ability to perform for which he/she shall be compensated at the rate of pay established for such work.

(b) Except as provided in Section 25.2, in the event an employee of the Company is disabled due to injury or illness and is returned to the active payroll and assigned to a bargaining unit classification or a classification designed for the employee with the prior written agreement of the Union, the employee shall be paid in accordance with the following formula:

(1) If the employee is returned to the classification held before the disability occurred, the rate of pay for such classification, or

(2) If the employee has less than 10 years of Service at the time of the employee's disability, the rate of pay of the classification to which assigned, or

(3) If the employee has 10 or more years of Service at the time of his disability, the rate of pay of the classification to which assigned plus 4 percent per year of Service (but not over 100 percent) times the difference between such rates of pay and the rate of pay of the employee's regular classification immediately prior to the injury or illness which caused the employee's disability.

(4) An employee who returns to the active payroll at a rate of pay calculated as in (3) above shall be limited to 50 percent of any general wage increase until such time as the partially disabled employee is receiving a rate of pay equal to the rate of the classification to which such employee is assigned. In no case will a partially disabled employee who is placed on the active payroll be paid less than 110 percent of such employee's current LTD rate of pay. (Added 1/1/83)

(c) An employee who is disabled due to injury or illness who is able to return to active payroll and the classification held prior to such disability but is assigned to a classification with a lower rate of pay shall be entitled to the provisions, as described above, until such time as the employee is returned to his former status on an accelerated basis, as provided in Subsection 22.3(2)(c) of the Agreement. (Added 1/1/84)

#### **11.11 PAY WHEN TEMPORARILY UPGRADED**

The sick leave pay for a regular weekly employee who works in other than his regular classification shall be computed as follows:

(a) If such work is authorized on a time card or attendance report basis, it shall be based on the rate of pay of his regular classification.

(b) If such work is authorized on other than a time card or attendance-report basis, it shall be based on the rate of pay of the classification to which he/she is temporarily assigned.

#### **11.12 WORKERS' COMPENSATION**

Sick leave shall not be applied to any period of time in which an employee receives disability compensation under the provisions of the Workers' Compensation and Insurance Chapters of the State Labor Code.

#### **11.13 RETURN FROM LTD**

By written agreement between the Company and the Union and on an individual basis, an employee who qualified for and received benefits under provisions of the Long-Term Disability Plan of the Benefit Agreement between the Company and the Union may be returned to regular employee status. (Entire Title Amended 1/1/74)

#### **11.14 FAMILY SICK LEAVE (Added 1/1/00)**

(a) In any calendar year, a regular full or part time employee shall be permitted to use the employee's current available sick leave benefits, in an amount equal to the sick leave benefits that the employee would accrue for six months at his or her annual rate of entitlement, to attend to an illness of a child, parent, or spouse of the employee.

(b) All conditions and restrictions that apply to an employee's use of sick leave for his or her own illness shall apply to sick leave usage to attend to an illness of a child, parent, or spouse under this section.

(c) An employee's use of sick leave under this section does not extend the maximum period of leave to which the employee may be entitled under the California Family Rights Act or the Federal Family and Medical Leave Act.

For purpose of this section only, the following definitions shall apply:

(1) "Child" means a biological, foster, or adopted child, a stepchild, or a legal ward:

(2) "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

## **TITLE 12. LEAVE OF ABSENCE**

### **12.1 ELIGIBILITY**

"Leave of absence" without pay shall be granted to regular employees under the conditions set forth in this Title for urgent or substantial personal reasons, provided that adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work. A "leave" will not be granted if the purpose for which it is requested may lead to the employee's resignation. For the purpose of this Agreement the terms "leave of absence" and "leave" signify absence without pay for periods in excess of 10 consecutive workdays. In the computation of the length of a "leave of absence", there shall not be included any time the employee is absent with pay. Absences without pay for 10 consecutive workdays or less shall also be authorized under these provisions. (Amended 8/1/66)

### **12.2 PERIODS OF LEAVE**

(a) The Company may grant a "leave of absence" without pay to a regular employee for a period not in excess of six consecutive months. It may grant an additional "leave of absence" without pay to such employee if his personal circumstances and his Service to the Company warrant the granting thereof. Except as provided in Sections 12.6 and 12.9, a "leave of absence" will not be granted which, together with the last "leave" or "leaves" granted, will exceed 12 consecutive months. (Amended 8/1/66)

(b) In addition to the provisions of this Title, it is the intent of the parties to include leave benefits as mandated by state and federal law, including both the California Family Rights Act of 1991 and the Federal Family and Medical leave Act of 1993. (Added 1/1/94)

(c) **Child Care Leave:** A regular employee who has become a parent by the birth or adoption of a child, or has become the legal guardian of a child shall be entitled to an unpaid "leave of absence" for a period not to exceed the six consecutive-month "leave" provided for in Subsection 12.2(a) without reference to urgent and substantial personal reasons to care for such newborn or adopted child. When an employee who was granted a leave for child care applies for reinstatement, the employee will be returned to the employee's former classification and headquarters which the employee vacated. (Amended 1/1/91)

An employee shall be entitled to an additional "leave of absence" for a period not in excess of six consecutive months for child care with the understanding that the employee may return to work provided a vacancy exists in the classification and headquarters which the employee vacated or in a classification lower thereto in the line of progression at such headquarters.

If no such vacancy of this kind exists after the second six consecutive months, the employee's Service shall be terminated. (Added 1/1/84)

### **12.3 COMMENCE AND END**

"Leave" shall commence on and include the first workday on which the employee is absent without pay and terminate with and include the workday preceding the day he/she returns to work. The conditions under which an employee shall be restored to employment on the termination of this "leave of absence" shall be clearly stated on the form on which application for the leave is made.

### **12.4 STATUS**

An employee's status as a regular employee shall not be impaired by a "leave of absence."

### **12.5 TERMINATION OF EMPLOYMENT**

If an employee fails to return immediately on the expiration of his "leave of absence" or if he/she accepts other employment while on "leave", except as provided in Section 12.6, or if he

accepts unemployment benefits under the California Unemployment Insurance Code while on "leave", he/she shall thereby forfeit the "leave of absence", terminate his employment with the Company, and terminate his participation in the Company's Retirement Plan.

#### **12.6 UNION LEAVE OF ABSENCE**

Subject to the provisions of Section 12.1, the Company shall, at request of the Union, grant a "leave of absence" without pay to any employee for the purpose of engaging in Union business. Such "leave" shall be for a period or periods not to exceed a total of 24 consecutive months. An employee who has returned to work for the Company following an absence on "leave" for Union business in excess of six months shall not be granted another such "leave" until he/she has worked for a period equivalent to the time he/she was last continuously absent on "leave" for Union business.

#### **12.7 SENIORITY ACCRUAL WHILE ON UNION LEAVE OF ABSENCE**

The Company Service of an employee who is granted a "leave of absence" under Section 12.6 shall accrue during the period of any such "leave". The Service of an employee who is granted a "leave of absence" under Section 12.6 for six months or less shall accrue during the period of such "leave". The Service of an employee who is granted a "leave of absence" under Section 12.6 in excess of six months and who thereafter returns to work for the Company shall not accrue during the period of the entire "leave", but the length of such absence shall be added to his Service after he/she has returned to work for the Company and has worked for a period of time equivalent to the period of his absence. In no event, however, shall his Service accrue in the case of an employee on a wage range unless, or until, he/she has reached the maximum of his classification.

#### **12.8 RETURN FROM UNION LEAVE OF ABSENCE**

Unless an employee who is on "leave of absence" for Union business notifies the Company that he/she will return to work at the end of the first six months of such absence, the Company may consider his job as vacant and fill it in its discretion. When such employee returns to employment, he/she shall be employed in his former Division or Department and classification and will displace an employee whose Service in such classification on the date his "leave of absence" commenced was less than his own. If such a displacement cannot be effected, his placement in the Company shall be governed by Title 22.

#### **12.9 MILITARY LEAVE OF ABSENCE**

An employee who leaves his employment with the Company to enter the Armed Forces of the United States under an Act of Congress which provides for reemployment will be granted a "leave of absence" under the provisions of Sections 12.1 to 12.5, inclusive. Upon qualifying for reemployment under any such Act and being reemployed, he/she will be granted a further retroactive "leave of absence" to cover the balance of his absence.

#### **12.10 FUNERAL LEAVE**

(a) If at all possible, a regular employee shall be excused from work and granted the reasonable time off with pay necessary to attend the funeral of a member of the immediate family including, but not necessarily limited to, the time the body may lie in state and the day of funeral and the time necessary to travel to and from the location of the funeral but not to exceed three workdays. The immediate family shall be limited to an employee's spouse, parent, grandparent, grandparent-in-law, parent-in-law, child, grandchild, son-in-law, daughter-in-law, stepchild, brother, sister, half-brother and half-sister, foster parent, step parent, aunts, uncles, and an individual who was a member of the employee's immediate household at the time of death. Unused vacation or floating holidays may be granted to extend an employee's funeral leave beyond the three days provided for above or personal time off without pay for the time needed will be granted. (Amended 1/1/91)



(b) Consistent with The Company's operational needs, a regular employee may be excused from work and granted the actual time off with pay necessary to attend the funeral of other persons the employee may be reasonably deemed to owe respect but not to exceed one day.

(c) Employees who have not attained regular status will be allowed time off without pay as provided for in (a) and (b) above.

#### **12.11 JURY DUTY**

Employees who are summoned to serve on a grand jury, trial jury, or a jury of inquest will be granted the necessary time off for this purpose under the following conditions:

(a) Regular employees will be allowed the necessary time off with pay for jury duty which occurs within their scheduled working hours during the basic workweek. Such employees assigned to a third shift shall be re-scheduled to a first shift during such a period of time at the straight rate of pay, and such employees assigned to a second shift who are actually impaneled on a jury or are required to report to the jury commissioner on a second consecutive workday or more shall be rescheduled to a first shift during such a period of time at the straight rate of pay. Employees will be paid at their basic rate of pay. In the application of other provisions of this Agreement, such time off with pay for jury duty will be considered as time worked and, if dismissed by the court on any workday before the end of the employee's regular work hours, such employee shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work. (Amended 1/1/83)

(b) Employees who have not attained regular status will be allowed time off without pay subject to the other provisions of (a) above.

(c) Employees shall advise their supervisor on the workday following receipt of notice that they are required to report for jury duty Service. The employee may be required to provide receipt of such notice to his supervisor. (Amended 1/1/88)

#### **12.12 WITNESSES**

Regular employees will be given the necessary time off to appear as a witness in either civil or criminal cases under the following conditions:

(a) Employees who are required to appear as witnesses on behalf of the Company will be treated, with respect to the provisions of this Agreement, as though they were employed in their customary work.

(b) Employees who are subpoenaed to appear in litigation in which the Company has no interest and is not a party but nonetheless involves an employee's presence as to matters arising out of and in the course of their employment with the Company will be paid at their regular straight-time rate of pay for the time required to appear to testify (but not more than eight hours in any one normal workday), less any remuneration they are entitled to by law, except that travel and other expenses for which they are reimbursed which are not subject to income tax will not be included when computing such remuneration.

(c) Following dismissal of the employee-witness by the court or administrative agency on any workday before the end of his regular work hours, the employee shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work.

(d) In all other instances, an employee who has been subpoenaed as a witness in any matter not provided for above will be excused from work without pay for the time necessary for such administrative or court appearance. (Amended 1/1/77)

### **12.13 ADOPTION**

Regular employees will be allowed time off with pay up to one workday necessary for court appearances in connection with child adoption procedures. (Added 1/1/74)

### **12.14 EDUCATIONAL LEAVE**

An employee who has three years of Service or more may be granted a leave of absence to complete residency requirements for obtaining a bachelor or advanced degree from an accredited college in a field related to his employment. Such leaves of absence shall be limited to two school semesters or a total of three academic quarters, whichever is applicable.

Further, applications for an education leave for more than six months will be granted only on the condition that the Company may, at its discretion, fill the applicant's position on a permanent basis. Applicants who are granted such leaves will be entitled to reinstatement only if there is a vacancy in his former line of progression and headquarters and, provided further, the applicant has obtained the degree for which the request was granted. Temporary changes in an employee's normal hours of work for the purpose of attending classes which meet the qualifications for payment under Exhibit E will be granted, if practicable, by the Company pursuant to Subsection 7.4(b). (Amended 1/1/83)

## **TITLE 13. STATUS OF EMPLOYEES AND SERVICE**

### **13.1 EMPLOYMENT DATE**

As used in this Agreement, "employment date" means the latest date on which an employee began a period of Service with the Company.

### **13.2 COMPANY**

As used in this Title, the term "Company" shall include the following:

- Pacific Gas and Electric Company
- Standard Pacific Gas Line, Inc.
- Pacific Gas Transmission Company
- Alberta and Southern Gas Company
- Alberta Natural Gas Company
- Pacific Service Employees Association
- Alaska California LNG Company
- Calaska Energy Company
- Eureka Energy Company
- Gas Lines, Inc.
- Natural Gas Corporation
- Pacific Gas Marine Company
- Pacific Gas Terminal Company
- Pacific Transmission Supply Company

(Amended 1/1/80.)

### **13.3 SERVICE**

Service is defined as the length of an employee's continuous employment since his Employment Date with the Company, a Predecessor Company, any Company or Union named in Section 13.2 above, and as provided hereafter in Section 13.4. The continuity of an employee's Service shall be deemed to be broken by termination of employment for any reason or layoff for lack of work which is in excess of the time provided for in Subsection (a) below. The following periods of absence shall count as Service for purposes of this Agreement and shall not constitute a break in Service. (Amended 1/1/84)

- (a) Absence Caused by Lay Off or the Lack of Work

(1) If the employee has at least one continuous year of Service and has been absent less than thirty continuous months. (Amended 1/1/94)

(b) Absences on a leave of absence authorized by the Company pursuant to the provisions of Title 12, provided the employee returns to active work with the employer immediately following his leave of absence.

(c) Absence because of illness or injury as long as the employee is entitled to receive sick leave pay or is entitled to receive benefits under the provisions of the Voluntary Wage Benefit Plan, a State Disability Plan, the Long-Term Disability Plan, or a Workers' Compensation Law, provided that the employee returns to active work with the Company immediately following his recovery from the illness or injury.

(d) Absence for military Service or Service in the merchant marine so long as the employee returns to active work with the Company within the period during which his reemployment rights are protected by law. If an employee fails to return to active work within the above time limits for any reason except death or disability, his Service shall be deemed terminated as of the expiration of the time limit.

(e) Absence for Union business pursuant to the provisions of Section 12.6. (Added 1/1/80)

An employee who is hired after a break in Service shall be treated as a new employee for all purposes, and his Service and compensation before the break in Service shall not be recognized for any purpose under any provision of this Agreement.

#### **13.4 ACQUISITIONS**

In the acquisition of another company, the Service of the employees involved in such acquisition shall be established by written agreement between the Company and the Union.

#### **13.5 REGULAR STATUS**

(a) (1) Region employees shall be designated as probationary and regular depending on the length of their Service.

(2) New employees shall be hired as probationary employees at a daily rate of pay not less than the minimum wage established for the classification of work to be performed. As long as a probationary employee retains such status, he/she shall not acquire any Service or seniority rights or rights with respect to leave of absence, holidays, job bidding and promotion, demotion and layoff, sick leave, vacation, or similar rights and privileges.

(3) On the completion of his first six months of Service which, notwithstanding the provisions of Section 13.3 above, is uninterrupted by absence for more than a cumulative total of thirty days due to (1) layoff, (2) sickness or disability, or (3) any other reason, a probationary employee shall be given a status of a regular employee; a definite job classification, and placed on a weekly or monthly rate.

(4) The transfer of a probationary employee from one job to another without interruption of work time shall not be considered an "interruption" of such six months period of Service.

(b) As applied in General Construction, such six months of continuous Service is further defined as any period of six consecutive months in which a minimum of 115 days have been worked at the straight rate of pay provided, however, that if by reason of absence in such period due to inclement weather or holidays an employee was prevented from working a total of 115 days, such period shall be extended by not more than the total number of days of such absence.

### **13.6 PART-TIME EMPLOYMENT**

(a) A part-time employee is any employee whose regularly scheduled workweek is less than 40 hours. Regular part-time employees shall be entitled to Service, and prorated benefits, vacations and sick leave based on the ratio of total straight-time hours worked in a year by the employee to the full-time equivalent hours (2,080 hours per calendar year), unless otherwise noted. (Amended 1/1/91)

(b) A part-time employee who attains regular status or a regular full-time employee who accepts part-time status shall be eligible to receive the following benefits:

(1) Group Life Insurance and Long-Term Disability coverage, and Retirement Plan and Savings Fund Plan benefits as provided in the Benefit Agreement, (Added 1/1/91)

(2) Medical, Dental and Vision Plan coverages as provided in the Medical, Dental and Vision Benefit Agreement, (Added 1/1/91)

(3) vacation allowance as provided in Title 9, but prorated based on the ratio of total straight-time hours worked in a year to 2,080 hours. (Added 1/1/91)

(4) sick leave as provided in Title 11, but prorated based on the ratio of scheduled straight-time hours worked in a year to 2,080 hours. Sick leave may only be taken on those days and for those hours that an employee is asked or scheduled to work and is unable to work due to illness or nonindustrial injury, (Added 1/1/91)

(5) paid holidays when regularly scheduled to work on that day. Such holiday payment shall be in proportion to the amount of time which the employee would have worked on that day if it were not a holiday.

(Added 1/1/91)

### **13.7 TEMPORARY EMPLOYEES**

(a) A temporary employee is one who is hired to work a regular schedule in a beginning job classification for a period of time not to exceed nine (9) months. A temporary employee will be hired at a daily rate not less than the minimum for the classification of work to be performed. A temporary employee shall not acquire any service or seniority rights or rights with respect to leave of absence, holidays, job bidding and promotion, demotions and layoff, sick leave, vacation, or similar rights and privileges.

A temporary employee may be used whenever additional temporary support is needed, but will be used when the provisions of 27.2 (c) (1) and (2) cannot be met. If Company continues to employ a temporary employee for more than nine (9) consecutive months, or for a cumulative total of eighteen (18) months in a twenty-four (24) month period, in any headquarters/line of progression or General Office Department, it shall fill a vacancy in the classification within the headquarters/line of progression or G.O. Department in accordance with the provisions of Section 21.13 unless the time limits are extended by written agreement with the Union. Temporary employees shall not be utilized to avoid the filling of existing vacancies nor to preclude the authorization of additional positions. Such assignments shall not cause an erosion of the bargaining unit through attrition.

(b) Retired or former employees may be utilized as temporary employees pursuant to the provisions of Letter Agreement 93-9. (Amended 1/1/00)

### **13.8 INTERMITTENT EMPLOYEES**

(a) An intermittent employee is one who does not work any set schedule of hours per day or days per week, but who is on call to fill in on any schedule on an as-needed basis. During sickness or vacation relief periods, however, such employees may be assigned to work the

schedule and hours of the absent employee if such an assignment cannot be made pursuant to the provisions of Subsection 21.7.

(b) Intermittent employees will attain regular status upon the completion of six months of continuous Service. Continuous Service is defined in Section 13.5 as being "uninterrupted by (1) discharge, (2) resignation, or (3) absence for more than a cumulative total of 30 days due to (i) layoff, (ii) sickness or industrial disability, or (iii) other causes." If an employee is off for more than 30 days during a six month period, a new six month qualifying period will begin upon return to work.

(c) An intermittent employee who attains regular status or a regular employee who accepts intermittent status shall be eligible to receive the following benefits:

(1) Group Life Insurance and Long-Term Disability coverage and Retirement Plan Savings Fund Plan benefits as provided in the Benefit Agreement.

(2) Medical, Dental and Vision Plan coverages as provided in the Medical, Dental and Vision Benefit Agreement.

(3) Vacation allowance as provided in Title 9, but prorated based on the ratio of total straight-time hours worked in a year to 2,080 hours.

(4) Sick leave as provided in Title 11, but prorated based on the ratio of total straight-time hours in a year to 2,080 hours. Sick leave may only be taken on those days and for those hours that an employee is asked or scheduled to work and is unable to work due to illness or nonindustrial injury.

(5) Paid holidays when regularly scheduled to work on that day. Such holiday payment shall be in proportion to the amount of time which the employee would have worked on that day if it were not a holiday.

(Entire Section added 1/1/91)

### **13.9 LIST**

As soon after the end of each calendar year as it is practicable to do so, the Company will furnish the Union with a list showing the name, social security number, home address, employment date, classification, rate of pay, and Service of each employee as of the end of such year.

### **13.10 INFORMATION**

Upon an employee's request, the Company shall give him/her any information of record concerning his/her status as an employee of the Company. Such requested information shall be furnished during normal business hours and as soon as practicable but within 28 calendar days from the date of the request. (Amended 1/1/80)

## **TITLE 14. GRIEVANCE PROCEDURE**

Entire Title Amended 1/1/88

### **14.1 GRIEVANCE SUBJECTS**

The Union may present written grievances on the following enumerated subjects for determination under the grievance procedure established herein:

- (a) interpretation of application of any of the terms of this Agreement,
- (b) discharge, demotion, or discipline of an individual employee,

- (c) disputes as to whether a matter is proper subject for the grievance procedure.

#### **14.2 TIME LIMITS**

It is the object of the Union and the Company that grievances be settled promptly. To facilitate their settlement, grievances shall be filed on the form adopted for such purpose and within the following time limits established in Subsections (a) and (b) hereof:

(a) A grievance which involves the discharge of a bargaining unit employee shall be initiated and processed without undue delay; but in any event, such grievance shall be filed not later than 14 calendar days after such employee's discharge becomes effective. The Company shall make a written response thereon within two workdays after receipt of the Union's written grievance.

(b) Grievances other than those outlined in (a) above shall be submitted as soon as possible after the occurrence of the situation which gave rise to the grievance but in no event later than 30 calendar days following the date of the action grieved or the date the employee became aware of the incident which is the basis of the complaint. The Company shall make a written response thereon within seven calendar days after receipt of the Union's written grievance.

#### **14.3 PROCESSING OF GRIEVANCE**

In the processing of grievances under this Section, the following procedure will apply:

##### **(a) DISCUSSION AREA - STEWARD/SUPERVISOR**

Within the time limits set forth above, the initial step in the grievance procedure shall be a discussion between the Steward or an alternate bargaining unit employee designated by the Union and the immediate exempt supervisor directly involved. The purpose of such discussions shall be to reach a satisfactory disposition of the grievance, which shall be without prejudice. Their discussions shall be at such time and place as determined by the Company so as not to interfere with the work then in progress.

##### **(b) FILING OF GRIEVANCE WITH HUMAN RESOURCES DEPARTMENT (Amended 1/1/00)**

A grievance that is not settled as provided for in Subsection (a) hereof may then be filed by the Union with the appropriate Human Resources Advisor. Such HR Advisor shall file a written response with the Union within two workdays if the grievance is filed pursuant to Subsection 14.2(a) or seven calendar days if the grievance is filed pursuant to Subsection 14.2(b) after receipt of the Union's written grievance. The Company and the Union representatives shall therein after strive to reach agreement on the disposition of the grievance. If no agreement is reached and the Union desires to refer the grievance to the next step in the grievance procedure, the Union shall so inform the Company in writing within 14 calendar days after the Union has received the Company's written response on the grievance. If no response is received within the specified time limit and the grievance is not settled, the Union may refer the grievance to the next step in the grievance procedure within 14 calendar days of the last day in which the response should have been filed with the Union.

(c) **Local Investigating Committee:** If a grievance is not settled as provided for in (b) above, the Union may refer the grievance to a Local Investigating Committee within the time limits provided therein. Such Committee shall be composed of two members appointed by the Union, one of whom shall be an employee of the Company, and two members appointed by the Company, one of whom shall be an employee in the Human Resources Department. Such referral shall be made in writing. The Committee shall, within 30 calendar days following the Union's referral, make an investigation of all the facts pertinent to the grievance. The investigation may include an interview with the aggrieved employee and the supervisor whose decision is involved in the grievance and others who witnessed or have firsthand knowledge of the relevant

matters alleged. The members of the Committee shall strive to reach agreement on the disposition of the grievance within 45 calendar days of the referral to the Local Investigating Committee. The agreement of Committee members shall be without prejudice though binding on the Union, the Company, and the aggrieved employee.

(d) **Forfeiture:** Unless the parties mutually agree in writing to the waiver of the applicable time limitation provided in Subsection 14.3(c), the failure to strictly comply with such time limits shall result in:

(1) granting, at the option of the Union, of the correction sought by the grievance if the Company does not submit its separate statement of facts in which the members are in disagreement, or

(2) the closure of the case without adjustment and without prejudice if the Union does not timely refer the grievance or file a timely report.

(e) **Pre-Review Committee:** If a grievance is not settled as provided for in Subsection (c) above, the Union may refer the grievance to the Pre-Review Committee within the time limits provided therein. The Pre-Review Committee shall be comprised of a member of Company's Industrial Relations Department and a member appointed by Union's Business Manager. (Amended 1/1/00)

A timely filed referral to the Pre-Review Committee, as established in Subsection 14.3(c), shall be accompanied by a full and complete report of the Local Investigating Committee's investigation, the facts with which the members are in agreement, a separate statement of each as to those facts with which they cannot agree, and the separate settlement recommendations of each.

The Pre-Review Committee shall hold hearings or meet at such places and times as it deems necessary to resolve the grievance. If the grievance is resolved by the Pre-Review Committee before the expiration of the 30 calendar days following the date of referral from the preceding step, the Committee shall issue an agreed-to "Memorandum of Disposition", copies of which shall be distributed to each member of the Committee and to the grievant, and such others as the Committee determines.

If the Pre-Review Committee has not settled the grievance within 30 calendar days following receipt, the grievance may by mutual agreement of the Secretary and Chairman of the Review Committee, be:

(1) referred to arbitration, or

(2) referred back to the Local Investigating Committee for further information and/or instructions as to the grounds for settlement, or

(3) if none of the foregoing can be mutually agreed to, the complete grievance file shall be referred to the Review Committee.

(f) **Review Committee:** A Review Committee shall be established consisting of three representatives designated by the Company and three representatives designated by the Union. The members of the Committee shall be authorized to make a final decision respecting the disposition of any grievance which shall be final and binding on the Union, the Company, and the grievant.

(1) Following submission by the Pre-Review Committee to the Review Committee, it is the intent of the parties that the Review Committee shall make every effort to

achieve a final disposition of a grievance within a period of 60 calendar days or less from the date the grievance is received by the Review Committee.

(2) If a timely grievance has not been settled within the time period specified above, either party may, in writing, request an extension of up to 30 calendar days in which the review Committee shall endeavor to make its decisions on the basis of the record referred to it. It may, at its discretion, at any time within such time frame, return the grievance to the Local Investigating Committee with a request that further investigation and consideration be taken by the latter or, at the request of either party, conduct a hearing on any grievance submitted to it. If the members of the Review Committee agree on the disposition of the grievance, a statement to that effect shall be signed by the Secretary and Chairman.

#### **14.4 SUBMISSION TO ARBITRATION**

Within 30 calendar days of the expiration of the time limits provided in Subsection 14.3(f), either the Union or the Company may demand that any grievance which is not settled by the procedure herein above described be submitted to arbitration. Thereupon, the Union and the Company shall cooperate in the prompt appointment of an arbitration Board, as established below, to which the grievance shall be presented for determination.

Preliminary to such hearing, the parties shall execute a Submission Agreement and stipulated issue which is set out in letter agreement and previously agreed to as an exhibit to the 1994 Agreement.

#### **14.5 ADDITIONAL COMMITTEES**

In addition the following Committees are established by this Agreement:

(a) **Arbitration Board:** An Arbitration Board shall be appointed on each occasion that a grievance is submitted to arbitration. The Board shall be composed of two members appointed by the Company and two members appointed by the Union and a fifth member chosen by mutual agreement of the Company and the Union. Such fifth member shall act as Chairman of the Arbitration Board. In the event that the Company and the Union are unable to agree on the selection of a Chairman of the Arbitration Board, they shall request the Federal Mediation and Conciliation Service to nominate five persons for Chairman. The Company and the Union each will alternately challenge two of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as Chairman of the Arbitration Board. The compensation and expense of the Chairman and the Reporter shall be borne equally by the Company and the Union.

(b) **Quarterly Labor Management Meeting:** The purpose of this Section is to provide for a consultative approach to the resolution of questions that pertain to the administration and application of this Agreement and either Union or Company may schedule a meeting in each calendar quarter for this purpose. This Section is not intended to be substituted for any other provision of this Title 14 and shall not be construed to waive the time provisions for filing complaints as elsewhere provided for in this Title. Company's Manager of Industrial Relations and Union's Business Manager shall appoint their respective representatives to attend and no restriction is placed on the number each may appoint. However, the number so appointed by each should be reasonable and limited to those having knowledge of the agenda to insure an orderly presentation by each. (Amended 1/1/94)

(c) **Local Labor Management Meeting:** By local agreement of the parties, additional Labor-Management Committees may be established. (Added 1/1/94)

#### **14.6 PAY**

Employees designated by the Union to attend Local Investigating Committee meetings, Pre-Review, or Review Committee meetings, or attend as grievant or witness at any such proceeding, shall be excused from work with pay.



Employees attending an arbitration hearing at Union's demand or request shall be excused from work in accordance with Section 6.5 of this Agreement.

#### **14.7 INDIVIDUAL REPRESENTATION**

Notwithstanding anything elsewhere contained in this Agreement, any individual employee shall have the right at any time to present complaints to the Company and to have such complaints adjusted without intervention of the Union, provided that the adjustment shall not be inconsistent with the terms of this Agreement and, provided further, that the Union shall be given an opportunity to be present at such adjustment.

An employee's election under this Section shall not preclude his/her later consenting to the Union's filing a grievance on his/her behalf if the employee is not satisfied with the results. Such grievance, however, must be filed within the time limits provided in Section 14.2, and such time limits are not delayed or suspended by the grievant's original choice to pursue the dispute without Union's intervention.

Unless the employee consents to the Union's later filing of a timely grievance, the procedures and grievance "steps" set forth in the foregoing Sections of this Title are not available to the employee.

#### **14.8 REASON FOR DISCIPLINE**

In the event of the discipline, demotion, or discharge of an employee, the Company shall, at the Union's request, state in writing the reason therefor.

#### **14.9 ADJUSTMENTS**

The Company shall make a reasonable effort to effect remedies provided for in a grievance settlement or arbitration award within 30 calendar days of such settlement.

#### **14.10 REINSTATEMENT**

If an employee has been demoted, disciplined, or dismissed from Company's Service for alleged violations of a Company rule, practice, or policy and Company finds, upon investigation, that such employee did not violate a Company rule, practice, or policy as alleged, Company shall reinstate the employee and pay the employee for all time and benefits lost thereby plus interest on such reinstated pay in the amount of 7-1/2 percent per annum.

#### **14.11 ENABLER**

By written agreement between the Company and the Union, any step provided herein may be waived and other provisions may be substituted for or added to the provisions of this Title.

### **TITLE 15. WAGES AND CLASSIFICATIONS**

**15.1 (a)** Attached hereto, made a part hereof and marked Exhibit A, is a schedule of the wage and salary rates applicable to employees covered by this Agreement.

**(b)** Wages shall be paid at biweekly intervals on Fridays for a two weeks' payroll period ending not less than four nor more than ten days prior to the pay date, provided that if the regular pay date falls on a holiday payment shall be made on the preceding workday. (Added 1/1/00)

**(c)** Company shall make direct deposit or regular pay available to all employees. (Added 1/1/00)

#### **15.2 NEW CLASSIFICATIONS AND WAGE RATES**

Upon written agreement thereon by the Company and the Union, additional classifications and rates of pay therefor may be established and the rate of pay or duty of any classification may be adjusted. Pending such written agreement, the Company may establish temporary

classifications and rates of pay therefor and temporarily adjust the rate of pay or duties of any classification. *Separate classifications may be established for employees receiving critical classification pay. (Amended 6/1/03)*

### **15.3 TEMPORARY ASSIGNMENTS TO HIGHER CLASSIFICATION**

(a) An employee, who is temporarily assigned for *two consecutive* hours or more to perform the duties of a higher weekly classification, shall be paid the minimum wage rate of such classification or his/her regular wage rate plus 2 1/2 percent or the next higher progressive wage step, if applicable, whichever is greater, during the period of such temporary assignment. If such assignment is for less than two hours, he/her shall be paid therefor at his/her regular wage rate. (Amended 6/1/03).

(b) An employee who is temporarily assigned for one or more days to perform the duties of a higher ESC monthly classification, shall be paid his/her regular salary rate plus 5 percent during the period of such temporary assignment. (Amended 1/1/94)

(c) The temporary assignment of an employee, other than an employee in the unit described in Section 3.1, to a classification within such unit shall be limited to a period of time not to exceed a total of 6 months in any consecutive 12 month period, provided that such assignment is to fill an additional job.

(d) If an employee in the unit described in Section 3.1 is temporarily assigned to a given job classification and works therein for a period of more than 6 consecutive months such classification shall be filled in accordance with Title 21.

(e) The temporary assignment of any employee of the Company to replace an employee in an established job that is temporarily vacated shall not be subject to the foregoing provisions of Subsections (c) and (d). Such temporary assignments, in general, shall not exceed 6 months duration but, based on the existing circumstances of a situation, shall not be limited to such length of time. (Amended 1/1/88)

(f) For the purpose of wage or salary range progression in a temporary classification, the time worked by an employee in other than his/her regular classification shall be accrued in such temporary classification. An employee who accumulates sufficient time for a progress review in accordance with the time intervals indicated in Subsection 15.4(b), shall receive wage or salary increases in such temporary classification as specified in Subsection 15.4(b) until he/she receives the maximum rate thereof. (Added 8/1/66)

### **15.4 REGULAR ASSIGNMENT TO HIGHER CLASSIFICATION**

(a) (1) An employee who is regularly assigned to a weekly classification having a higher maximum wage rate shall be paid the minimum wage rate of such classification or his/her regular wage rate plus 2 1/2 percent, whichever is greater, or the next higher progressive wage step, if one is provided in Exhibit A. (Amended 1/1/83)

(2) An employee who is regularly assigned to a monthly ESC classification having a higher salary rate shall be paid the minimum salary rate of such classification or his/her regular wage or salary rate plus 5 percent, whichever is greater.

(b) (1) Every six months after the date on which a daily or weekly employee has been regularly assigned to a wage range classification, his/her progress shall be reviewed. If an employee's rate of improvement and level of performance in his/her classification warrant it during the preceding interval, he/she shall be given a wage increase to the next higher progressive wage step if one is provided in Exhibit A or, if not, a wage increase of not less 2 1/2 percent until he/she reaches the maximum of his/her classification. If a wage increase is not granted after a progress review, the Company shall notify the employee of the reason therefor. (Amended 1/1/83)

(2) Every 12 months after the date on which a monthly employee has been regularly assigned to a salary range classification, such employee's progress shall be reviewed. If an employee's rate of improvement and level of performance warrant it, a salary increase of not less than 5 percent shall be granted until the employee reaches the maximum of the salary range. If a salary increase is not granted after a performance review, the Company shall notify the employee of the reason therefor.

(c) The wage or salary progression of an employee who is absent on leave of absence without pay for more than 10 consecutive workdays will be delayed by a period of time equivalent to such leave of absence. The wage or salary progression of an employee who is absent for more than 25 consecutive workdays because of an industrial injury as defined in Section 25.1 or for an illness or disability and is receiving sick leave with pay as provided for Section 11.1 will be delayed by the period in excess of 25 consecutive workdays. (Renumbered and Amended 1/1/74)

#### **15.5 PERFORMANCE REVIEWS**

The performance of an employee who is at the top rate of a wage or salary range shall be reviewed with the employee at least annually and/or, for General Construction employees only, at the end of each assignment of at least six months or more duration, whichever occurs first. A copy of all performance evaluations shall be given to the employee at the time of the review. (Added 1/1/74, Amended 1/1/77, 1/1/80)

#### **15.6 DELETED 8/1/62.**

#### **15.7 PRESENT INCUMBENT ONLY (PIO)**

*Present Incumbent Only (PIO) status will be granted to all holders of ADE, Sr. Map Draftsman and Principal Map Draftsman classifications who would be downgraded upon the reduction in the number of employees they direct, as long as the function remains at the headquarters. When the incumbent vacates the position, the Company shall fill the vacancy according to contractual requirements. (Added 6/1/03).*

### **TITLE 16. MEALS**

#### **16.1 INTENT**

When work requirements outside of regular work hours or on nonworkdays prevent an employee from observing his/her usual and average meal practice or from eating a meal at approximately the usual time therefor, the Company shall provide a comparable substitute or reimburse him/her for the meal expense he/she incurs therein. (Amended 8/1/66)

#### **16.2 LUNCH EXPENSE**

(a) Other than as provided in Subsection (b) or in situations where the employee's supervisor authorizes reimbursement, employees who leave from and return to their established headquarters the same day shall not be reimbursed for lunch expense. (Amended 8/1/62)

(b) If an employee who works in an office or shop is temporarily required to be away from such work location and is thereby prevented from following his/her usual lunch arrangement the Company shall reimburse him/her for lunch expense if he/she had not been given notice of the temporary change prior to the close of the previous workday.

#### **16.3 WORK ON A NONWORKDAY**

When an employee is required to perform work on a nonworkday during regular work hours, he/she shall observe the lunch arrangement which prevails on his/her workdays unless advance notice of such work has not been given by the end of his/her preceding work period on a

workday. If such work continues after regular work hours, the Company shall provide him/her with meals in accordance with the provisions of Section 16.4 hereof. (Added 8/1/66)

#### **16.4 WORK BEYOND QUITTING TIME**

If the Company requires an employee to perform work for more than one hour beyond his/her regularly scheduled eight hour work period, it shall provide him/her with a meal approximately one hour after regular quitting time and with a second meal at the end of five hours if one can be provided. Except if it is known that work will continue for more than five hours, the employee shall be entitled to meals at approximately four hours but not more than five hours if one can be provided for as long as he/she continues such work. (Added 8/1/66, Amended 1/1/77)

#### **16.5 REIMBURSEMENT WHEN PURCHASED**

The Company shall reimburse an employee for the cost of meals under the provision of this Title only when such meals are purchased by him/her. (Added 8/1/66)

#### **16.6 REIMBURSEMENT AND TIME TAKEN**

(a) The Company shall pay the cost of any meal which it is required to provide under this Title and shall consider as hours worked the necessary time taken to consume such meal except, however, that when a meal is taken at Company expense following dismissal from work, the time allowance therefor shall be one-half hour. If an employee who is entitled to a meal under the provisions of this Title prior to work or upon dismissal from work does not accept such meal, he shall nevertheless be entitled to such time allowance of one-half hour for each meal missed and meal reimbursement as provided in (b) below. The foregoing shall not apply to an employee's regular lunch period. (Amended 1/1/91)

(b) At the employee's option, the Company shall pay an allowance for any meal which it is required to provide in accordance with the following schedule:

1.	<u>Prior To Reporting To Work</u>	
	(i) Meal nearest regular starting time	\$ 8.00
	(ii) Meal nearest midpoint of regular	\$ 8.00
	(iii) Meal nearest regular quitting time	\$15.00
2.	Meal Following Dismissal from Work	\$15.00
3.	Meal Missed During a Work Period	\$15.00

The allowance referred to above may be paid by separate check and shall be issued on a weekly basis. (Added 1/1/91)

(c) "Regular hours", "starting time", "lunch period", and "quitting time" on a nonworkday are the same as those of a workday. (Added 1/1/84)

### **TITLE 17. OVERTIME**

#### **17.1 APPLICABILITY**

Sections 17.2 and 17.8, inclusive, and 17.10, apply to regular weekly and probationary employees only. (Amended 1/1/00)

#### **17.2 DEFINITION**

Overtime is defined as:

- (a) time worked in excess of 40 hours in a workweek;
- (b) time worked in excess of eight hours on a workday;

- (c) time worked on a nonworkday;
- (d) time worked on a holiday which an employee is entitled to have off with pay;  
and
- (e) time worked outside of regular work hours on a workday.

The Company shall not be required to pay overtime compensation more than once for any single period of time worked. Overtime shall be cumulative each day and shall be compensated to the nearest quarter hour.

### **17.3 RATE AND DOUBLE TIME CONDITIONS**

(a) In general, overtime compensation at the rate of one and one-half times the straight rate of pay shall be paid to employees for overtime as defined in Items (a), (b), (c), (d), and (e) of Section 17.2 except that

(b) the time worked in excess of 12 consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of two times the employee's straight rate of pay, or

(c) if following an employee's dismissal from work or on an employee's nonworkday the employee is called out for work, he/she shall be paid at two times his/her straight rate of pay for all work performed outside his/her regular work hours or on a nonworkday. (Amended 5/2/80)

(d) The time worked in excess of eight hours on the seventh consecutive day of work counting from the first day of the employee's basic workweek shall be paid at the rate of two times the employee's straight rate of pay provided such employee has performed work on the sixth consecutive day. Employees scheduled to have four consecutive days off shall be entitled, in addition to the above allowance on the seventh consecutive day of work, to pay at the rate of two times the employee's straight rate of pay for the time worked in excess of eight hours on the fourth scheduled day off provided that such employee has also performed work on the third scheduled day off and, provided further, that such employee has worked on each of the five workdays in the basic workweek. (Added 1/1/77)

(e) For purposes of this Section, an employee's "regular hours of work" shall be the same on a nonworkday as those regularly scheduled for such employee on a workday. (Amended 8/1/63, 1/1/74)

### **17.4 NOTICE**

- When planned overtime work is required, the employees involved shall be given as much advance notice as practicable of such work. (Deleted 8/1/63, Added 8/1/66).

### **17.5 EQUAL DISTRIBUTION**

Overtime work shall be distributed among employees in the same classification and in the same location as equally as is practicable. The Company will post accumulative overtime worked for each person each month. (Amended 1/1/84)

### **17.6 TWO HOUR MINIMUM - WORKDAYS**

When employees are required to report for work on workdays outside of their regular work hours, they shall be paid overtime compensation for not less than two hours including travel time in connection therewith, provided, however, that if they continue to work into or beyond regular work hours, they shall be paid overtime compensation only for travel time from their homes and for actual work time up to regular work hours, unless the provisions of Section 17.8 are applicable.

## **17.7 TWO HOUR MINIMUM - NONWORKDAYS**

When employees are required to report for work on nonworkdays or on holidays, they shall be paid overtime compensation for not less than two hours including travel time in connection therewith.

## **17.8 REST PERIODS**

If an employee has worked for eight hours or more at the overtime rate during the 16 hours period immediately preceding the beginning of his/her regular work hours on a workday, he/she shall be entitled to a rest period of eight consecutive hours on the completion of such overtime work.

(Amended 8/1/66)

(a) There shall be included, as part of the eight hours worked at the overtime rate in such 16 hour period, any travel time and mealtime to which the employee is entitled when emergency or prearranged work is performed except that any travel time and mealtime to which he/she is entitled after being dismissed from work shall not be included as hours worked in such period but it shall be included in the computation of the eight hours rest period. (Amended 8/1/66)

(b) Hours worked prior to any eight hour rest period (in which the employee does not work) shall not be included in computing another period of overtime work. (Amended 8/1/66)

(c) If the eight hour rest period, in whole or in part, overlaps the employee's regular work hours, he/she will receive pay at the straight rate for the extent of the overlap except that the time taken during such overlap for any meal to which he/she is entitled on dismissal shall be paid for at the overtime rate. (Amended 8/1/66)

(d) If the employee is called back to work during his/her eight hour rest period, a new rest period will commence at the conclusion of such work. (Amended 8/1/66)

(e) (1) If the rest period overlaps his/her regular work hours but does not extend into the second half of his/her workday, the employee may be excused from reporting for work until the beginning of the second half of his/her workday; and, in such event, he/she will be paid for the time between the expiration of the rest period and the end of the first half of his/her workday.

(2) If the rest period extends into the second half of his/her workday, the employee may be excused from reporting for work until the following workday; and, in such event, he/she will be paid for the time between the expiration of the rest period and his/her regular quitting time on such day.

(3) In the application of the foregoing, an employee, unless otherwise instructed, shall be deemed to be excused from reporting to work for the period between the end of his/her rest period and reporting time as designated by the applicable subdivision. (Amended 8/1/62)

(f) An employee entitled to a rest period hereunder may nevertheless be required to work during regular work hours on a workday without having had a rest period of eight consecutive hours. In which event, he/she shall be paid at two times the straight rate of pay for all work performed until he/she has been relieved from duty for at least eight consecutive hours. (Amended 8/1/62, 8/1/66, 1/1/74)

## **17.9 PREARRANGED OVERTIME - DIVISIONS AND GENERAL OFFICE**

When, at the request of the supervisor in charge, an employee reports for prearranged work (1) on workdays outside of his/her regular work hours, he/she shall be paid overtime compensation for actual work time, and travel time in connection therewith provided, however, that if any such employee continues to work into or beyond his/her regular work hours, he/she

shall be paid overtime compensation only for travel time from his/her home and for actual work time up to his/her regular work hours unless the provisions of Section 17.8 are applicable; (2) on nonworkday or on holidays, he/she shall be paid overtime compensation for actual work time and for travel time in connection therewith. For the purpose of this Section, prearranged work is deemed to be work for which advance notice has been given by the end of his/her preceding work period on a workday. (Added 8/1/66)

#### **17.10 PREARRANGED OVERTIME - GENERAL CONSTRUCTION**

When, at the direction of the supervisor in charge, an employee reports for prearranged work:

(a) on workdays outside of his/her regular work hours, he/she shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond his/her regular work hours, he/she shall be paid overtime compensation only for travel time from his/her living quarters and for actual work time up to regular work hours unless the provisions of Section 17.8 are applicable.

(b) on nonworkdays outside of his/her regular work hours, he/she shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond regular work hours, travel time only from his/her living quarters shall be paid for, and

(c) on nonworkdays during regular work hours, he/she shall be paid overtime compensation only for actual work time. For the purpose of this Section, prearranged work shall be deemed to be work for which advance notice has been given by the end of his/her preceding work period on a workday. However, the Company shall make a good faith effort to notify the employee at least 24 hours in advance of the need to perform prearranged overtime work on nonworkdays or holidays. The provisions of this Section as to travel time shall not apply when the prearranged work starts less than two hours before regular work hours. The maximum time for which travel time in any one direction shall be paid under the provisions of this Section shall be one-half hour. (Added 1/1/88)

#### **TITLE 19. INCLEMENT WEATHER PRACTICE**

**19.1** Employees shall not be required to work out of doors in unsheltered locations during inclement weather, or other similar condition, except in cases of emergency or when it is impracticable for the Company to defer work. The determination concerning the advisability or necessity of working out of doors in unsheltered locations under prevailing weather conditions shall be made by the supervisor in charge.

**19.2** When a supervisor determines, under the provisions of 19.1, that work cannot be performed out of doors due to inclement weather or other similar cause, employees may be held pending emergency calls and may be given first aid, safety, or other instructions or be required to perform miscellaneous work in a sheltered location.

**19.3** When a supervisor in charge determines that employees shall not work in unsheltered locations because of inclement weather or other similar cause, payment shall be made to such employees as follows:

(a) Regular employees who report for work on a workday shall receive pay for the full day.

(b) Probationary employees who report for work on a workday shall be paid only for the time they work or are held by the Company but not less than a minimum of two hours pay. (Amended 7/1/70)

(c) Employees who, on instructions from the supervisor in charge, report for work on nonworkdays including holidays which they are entitled to take off shall be paid overtime compensation for the time they work or are held but not less than a minimum of two hours pay, inclusive of travel time.

(d) Monthly employees shall not suffer a reduction in compensation by reason of inclement weather.

## **TITLE 20. REPLACEMENT OF PERSONAL TOOLS**

**20.1** When an employee's work requires that he/she use personal tools which he/she cannot practicably transport to and from his/her job headquarters daily, the Company shall provide a safe space for the storage of such tools. In the event that an employee's personal tools which have been stored as herein provided are destroyed or damaged by fire, storm, flood, or stolen in substantial numbers, the Company shall reimburse the employee for any such loss which is in excess of any reimbursement for the tools such employee may receive from an insurance carrier. (Title Added 1/1/77)

## **TITLE 21.**

### **JOB BIDDING, PROMOTION AND TRANSFER**

(Entire Filling of Vacancy Procedure  
Amended 1/1/88)

#### **21.1 BIDDING PROCEDURES AND TIMELINESS**

When a vacancy occurs in any job classification listed in Exhibit A excluding beginning classifications or temporary vacancies, the Company shall fill it by appointment. Preferential consideration of bids by regular employees for appointment to a vacant position shall be given in the sequence outlined in 21.2. Procedures for filling vacancies in General Construction Department and Design Drafting Department are contained in the following Exhibit K for General Construction and Exhibit L for Design Drafting Department.

(a) **Time Limits:** Any regular employee of the Company entitled to preferential consideration under Section 21.2 may submit, via Bid Express, the telephone input system or the on-line bidding system, a pre-bid on any existing job classification and headquarters for which he/she desires consideration. The date of receipt will be the date the bid is submitted and accepted by the Bid Express and on-line bidding systems. The Company need not consider any pre-bid which was received by the Company less than eight calendar days prior to the date the fully authorized job vacancy report was received and date stamped by the Human Resources Department to fill a job vacancy in the classification and headquarters on which the pre-bid was made. Only those pre-bids valid as of the date stamped on the job vacancy report will be considered to fill such vacancy. Subsequent pre-bids may be considered only after that list has been exhausted. At the point where there are no qualified pre-bids on file, Company may fill the job at its discretion under the provisions of Section 21.4. Company, without rejecting the bid, will notify in writing (*via e-mail if bid was submitted via e-mail*) an employee who submits a pre-bid, hereunder, of any known reason which might preclude his/her filling the classification on which he/she has pre-bid, including information regarding testing programs which must be completed. (Amended 6/1/03)

(b) **Cancellation of Pre-Bids:** Pre-bids are valid for a period of one year from the date of receipt or until such time as the employee changes classification and/or headquarters, or until such time as the employee rejects an appointment to the classification and headquarters



on which the pre-bid was made. The Company will notify an employee of the cancellation of the employee's pre-bids as indicated below. Cancellation shall be effective as follows:

(1) at the expiration of one year from the date of the pre-bid and after 15 calendar days advance notice from the Company

(2) upon the employee's declining an appointment to the classification and headquarters on which the pre-bid was submitted

(3) thirty calendar days after an employee's change of headquarters or classification which does not affect his/her status as a pre-bidder and after 15 calendar days advance notice from Company

(4) immediately upon an employee's change of classification and/or headquarters which affects his/her status as a pre-bidder

(5) immediately upon receipt of authorization from an employee to cancel a pre-bid

(6) upon receipt of authorization from the local Human Resources Department to cancel pre-bids because a job is deleted from the directory or an employee improperly designates rights, as provided in Subsection 22.3(c), with notification to the employee by the Human Resources Department of such cancellation. In the latter cases, the employee's pre-bid will be given appropriate consideration for 15 calendar days from the time the Human Resources Department notifies the employee of such cancellation.

(c) **New Job At Headquarters:** The Company shall post, on *electronic* bulletin boards a notice describing all new classifications at existing headquarters or any job at a new headquarters in the Company, every Wednesday, as soon as such jobs are authorized to be filled. Such notice shall remain posted for not less than 8 days. If no prebids are received 8 days after the date shown on the notice, or at the point there are no qualified bids on file, Company may fill the job at its discretion under the provisions of Section 21.4. (Amended 6/1/03)

(d) **Forfeiture:** An employee who is the senior qualified bidder to more than one vacancy, which is currently being filled, shall be given the option of accepting the classification and headquarters desired. If an employee is the senior qualified bidder for a job vacancy and turns down a bona fide offer for such vacancy, such employee's pre-bid or transfer application on such vacancy shall be canceled. Such employee's pre-bid or transfer application to such classification and headquarters need not be considered for a period of six months. Exceptions to the aforementioned will be as follows:

(1) Such employee shall retain rights to consideration for appointment under Section 21.4, and

(2) employees with preferential bidding rights under Title 22 shall not be subjected to the provisions of this Section.

(e) **Accepting Job Offer:** An employee will be expected to provide a response by the next business day if s/he accepts a position that will not result in the employee needing to relocate his/her residence.

*An employee will be expected to reply within 48 hours of receiving a job offer request, when accepting the offered position will result in the employee needing to relocate his/her residence. Under certain circumstances of hardship or operational needs, the supervisor offering the position may grant up to 72 hours for the employee to respond. Further, based on operational needs, an employee may be granted the use of a floating holiday or vacation day to assist in determining*

*whether or not to accept a job offer. Failure to respond in the aforementioned time frame will cause the employee's bid to forfeit.*

*An employee who is scheduled to go on vacation is encouraged to voluntarily leave a phone number with his/her supervisor on where they can be reached if a job offer is extended. As an alternative, an employee may voluntarily leave their supervisor a prioritized list of vacancies s/he will accept if offered a position. This list will expire after the vacation period is ended. In no case will an employee be bypassed for an offer due to being on vacation.*

*The aforementioned timelines will also apply to the filling of beginning classifications. (Added 6/1/03)*

## **21.2 SEQUENCE OF CONSIDERATION FOR PRE-BIDDING**

In making assignments to vacancies, pursuant to 21.2(c), (d), (e), and (f), the Company will give consideration to an employee's bid provided he/she is performing the duties of his/her present classification in a satisfactory manner and he/she is qualified to perform the duties of the vacant classification. Company's selection of an employee shall be on the basis of the employee's ability and personal qualifications. If it is determined that the ability and personal qualifications of two or more qualified employees who are entitled to consideration under this Section are relatively equal, the Company shall further consider such employees and select that employee who has the greatest Service.

Preferential consideration of such bids by regular employees shall be given in the following sequence:

(a) bid made by an employee who is entitled to preferential consideration under Section 22.3(c),

(b) bid made by a full-time employee who is in the same bidding unit where the vacancy occurs, is in the same classification or higher classification, and type of work or activity as that in which the vacancy occurs and has filed a pre-bid to the location of the vacancy,

(c) bid made by a full-time employee in the unit described in Exhibit A who is in a next lower classification in the bidding unit and department where the vacancy exists and who is engaged in the same type of work or activity as that in which the vacancy exists.

Note: All Senior Engineering Estimator, Map Draftsman, and Senior Land Technician vacancies will be held open for bidding, in accordance with Section 21.2. Of those jobs not filled under 21.2(a) or (b), every other one will be subject to the provisions of Subsection 21.2(d) before it may be downgraded to Engineering Estimator, Mapper, or Land Technician, respectively.

(d) Bid made by any other employee including part-time employees in the unit described in Exhibit A who is in the same or higher classification and who is engaged in the same type of work or activity as that in which the vacancy exists or who has held the vacant classification within the last three years and passed a promotional examination. (Amended 1/1/88)

(e) Any other employee in the unit described in Exhibit A who has bid the classification and who is in the next lower classification and engaged in the same type of work or activity as that in which the vacancy exists.

(f) Employees in the unit described in Exhibit A who are engaged in the same type of work or activity as that in which the vacancy exists.

(g) Any other employee in the unit described in Exhibit A who has bid the classification.

(h) If a vacancy is not filled as provided in Subsections (a), (b), (c), (d), (e), (f), or (g) the Company shall then consider any other employee in the Company who has bid to the classification.

(i) In the event a conflict arises as to seniority between two or more employees whose seniority date is the same, the following will be the sequence of consideration for the purpose of a tie breaker:

(1) Any prior Service as a Company employee shall be taken into consideration and the employee whose prior Service is greater shall be deemed to have the greater seniority

(2) the employee whose application was first filed with the Company will be deemed to have the greater seniority or

(3) the parties will determine which employee is deemed to have the greater seniority by a mutually agreed-upon method of chance, such as a coin flip.

*In the implementation of Title 22, the parties may agree to a process different than the above.  
(Added 6/1/03)*

### **21.3. BIDDING UNITS**

#### **1. BAY REGION**

Diablo Division  
East Bay Division  
North Bay Division  
Peninsula Division  
San Francisco Division

#### **2. MISSION TRAIL REGION**

Central Coast Division  
De Anza Division  
Los Padres Division  
Mission Division  
San Jose Division

#### **3. NORTHERN REGION**

North Coast Division  
North Valley Division  
Sacramento Division  
Sierra Division

#### **4. SAN JOAQUIN VALLEY REGION**

Fresno Division  
Kern Division  
Stockton Division  
Yosemite Division

5. GAS SERVICES AND OPERATIONS

Northern Gas Operations  
Southern Gas Operations

6. TECHNICAL & ECOLOGICAL SERVICES

Research & Development

7. G.O. (Drafting, Design, and Misc. Classifications)

CES (G.O. and Regions)  
Corporate Services (G.O. and remote locations)  
Electric Supply (G.O. and remote locations)  
Nuclear Power Generation (G.O. and remote locations)  
Gas Supply

8. POWER PLANTS

Diablo Canyon  
Geysers  
Hunters Point/Potrero  
Kern  
Morro Bay  
Moss Landing  
Pittsburg/Contra Costa

Note: Exhibits K and L provide additional information and definition of bidding and transfer rights in Field Construction classifications and Design Drafting. (Added 1/1/91)

**21.4 APPOINTMENT TO VACANCY**

If a vacancy is not filled as provided for in Section 21.2, the Company may fill it at its discretion. (Amended 8/1/63, 8/1/66, 7/1/72)

**21.5 EMPLOYEE'S BID STATUS**

An employee's status as to his/her bidding unit, classification, wage rate, qualifications, etc., shall be determined as of the date stamped on the job vacancy report.

**21.6 QUALIFICATIONS**

(a) In making an appointment to fill a job vacancy in a classification involving personal contact by the employee with the public or a classification in which an employee must exercise supervisory duties, the Company shall consider bids of employees submitted as herein provided, but the Company may nevertheless make an appointment to fill such vacancy on the basis of ability and personal qualifications.

(b) Notwithstanding anything contained in this Title, the Company may reject the bid of any employee who does not possess the knowledge, skill, efficiency, adaptability, and physical ability required for the job on which the bid is made. The Company may give tests to assist in determining an employee's qualifications. Once an employee has passed an examination, he/she will not be reexamined on the same subject matter.

Additionally, the bid of an employee to a classification having a higher maximum wage rate will be rejected if the employee has been under active counseling for poor work performance during the previous 12 months.

Active counseling for the purpose of this Section is considered to be two written reminders, or a decision making leave, or a demotion for cause.

## **21.7 EXAMINATIONS FOR PROGRESSION AND APPOINTMENT TO TEMPORARY VACANCIES**

(a) Upon written agreement thereon by the Company and the Union, examination procedures for determining qualifications of employees or for an employee's progression to a higher classification may be adopted or revised.

(b) In the filling of temporary vacancies, the Company shall first consider employees at the headquarters where the vacancy exists in the order of their preference under Section 21.2 or 21.13, whichever is applicable. In the filling of temporarily vacated beginning classifications, the Company shall offer the temporary assignment to the senior qualified transfer applicant in the headquarters. Should such transfer applicant decline the assignment or if there are additional temporary vacancies, the Company may fill the vacancies at its discretion. Employees shall be considered in respect to the full requirements of the classification, giving preference, where practicable, to those who have met the examination requirements. (Amended 6/1/03)

(c) *Company will then consider individuals for temporary upgrades of 2 weeks or more, who have pre-bids on file for the classification, and who are within a commutable distance, first considering employees by seniority within the bid unit and then those outside the bid unit. (Added 6/1/03)*

## **21.8 LINES OF PROGRESSION ADJUSTMENTS**

Upon written agreement thereon by the Company and the Union, Lines of Progression between regular classifications may be established and adjusted.

## **21.9 PROVISION OF SUBSTITUTION**

By written agreement between the Company and the Union, other provisions may be substituted for provisions of this Title.

**21.10** (Deleted 1/1/91)

**21.11** (Deleted 1/1/88)

## **21.12 EXHIBIT E - EDUCATIONAL ASSISTANCE**

The Company will provide monetary assistance to employees in academic study programs to assist such employees to meet job requirements. The Company's program is set forth in Exhibit E entitled "Educational Assistance" and is attached hereto and made a part hereof.

## **21.13 FILLING BEGINNING CLASSIFICATIONS**

(a) Whenever the Company intends to fill a beginning classification, the Company shall give preferential consideration pursuant to Subsection 22.3(c) to regular employees who have submitted a transfer.

(b) If not filled pursuant to 21.13(a), then the Company will fill beginning vacancies in the following manner:

If there is a valid transfer on file, the filling of the vacancy in a classification at a headquarters shall be filled by either transfer or unrestricted appointment. The vacancy shall be filled in the alternative method from how the last vacancy in the same classification and

headquarters was filled. The next succeeding vacancy following a transfer may be filled by unrestricted appointment or unrestricted appointment - no transfers on file. Any vacancy may be filled by unrestricted appointment when there are no transfers on file. Attached hereto, made a part hereof and marked Exhibit A-III, is a list of such beginning classifications.

(c) All transfer requests must be submitted via Bid Express, the telephone input system, or the on-line bidding system. The date of receipt shall be the date the bid is submitted and accepted by the Bid Express and on-line bidding system. In no event shall the Company consider any transfer application which was received by the Company less than eight calendar days prior to the established control date. The control date is first established on the date the fully authorized personnel requisition is received and the date stamped by the Human Resources Department to fill a job vacancy in the classification and headquarters on which the transfer application was made. If the transfer listing is exhausted without a successful candidate, a new control date will be established. This new control date will be the date of the decline or bypass of the last transfer applicant. Transfers which were not timely under the original control date but were received eight days prior to the new control date will then be given consideration. If the vacancy cannot then be filled by transfer, it may be filled by unrestricted appointment - no transfer on file. (Amended 1/1/00)

(d) The Company's selection of a transfer applicant shall be on the basis of his/her ability and personal qualifications. If it is determined that the ability and personal qualifications of two or more employees who are entitled to consideration under the transfer provisions of this Section are relatively equal, the Company shall further consider such employees and select that employee who has the greatest Service in the following sequence:

- (1) an employee in the bidding unit where the vacancy exists,
- (2) any other employee.

The provisions of this Subsection shall be applicable to a beginning classification in a line of progression at a headquarters where a transfer application for such vacancy is on file. *However, the provisions of this Subsection shall not be applicable to an employee: with less than one year of service; or who has passed a promotional examination, that provides for automatic progression to a classification higher than a beginning level position in that line of progression, unless such employee is exercising rights pursuant to Subsection 22.3(2)(c).* (Amended 6/1/03)

(f) Notwithstanding the foregoing, the Company may nevertheless reject the transfer request of any such employee who does not possess the ability to perform the duties of such classification.

(g) The Company shall acknowledge receipt of all transfer applications within 15 calendar days from the date of receipt and, without rejecting such transfer application, notify in writing (*via email, if bid was submitted by email*) an employee who submits a transfer application of any known reason which might preclude his/her filling the classification for which he/she has applied including information regarding testing programs which must be completed. (Amended 6/1/03)

(h) Upon request, but not more often than once each calendar quarter, the Company shall, within each Region or Department, provide the Union information on beginning job vacancies that have been filled the previous quarter as follows:

- (1) Name of Individual, Social Security Number, Employment Date, and Classification,
- (2) Classification of Vacancy Filled,

(3) Department and Headquarters of Vacancy Filled,

(4) Date Vacancy Filled,

(5) show whether vacancy is filled by transfer, unrestricted appointment or unrestricted appointment - no transfer on file.

(i) **Cancellation of Transfers:** Applications for transfer are valid for a period of one year from the date of receipt or until such time as the employee changes classification and/or headquarters or until such time as the employee rejects an appointment to the classification and headquarters for which the transfer application was made. The Company will notify an employee of the cancellation of employee's applications for transfer as indicated below. Cancellation shall be effective as follows:

(1) at the expiration of one year from the date of the transfer and after 15 calendar days advance notice from the Company,

(2) immediately upon the employee's declining an appointment to the classification and headquarters on which the transfer was submitted,

(3) thirty calendar days after any employee's change of headquarters or classification which doesn't affect the employee's priority status as a transfer and after 15 calendar days advance notice from the Company,

(4) immediately upon an employee's change of classification and/or headquarters which affects the employee's priority status as a transfer,

(5) immediately upon receipt of authorization from an employee to cancel a transfer,

(6) upon receipt of authorization from the Human Resources Department to cancel transfers because a job is deleted from the directory or an employee improperly designates rights, as provided in Subsection 22.3(c) with notification to the employee by the Human Resources Department of such cancellation. In the latter cases, the employee's transfer will be given the appropriate consideration for 15 calendar days from the date of notification.

#### **21.14 POSTING OF JOB AWARDS**

At least once each month and within an interval of not more than 31 days, each Region or Department of the Company shall post on *electronic* bulletin boards, a list of all job awards made through pre-bids or transfers since the last list was posted. Such list will include the job vacancy number (where appropriate), classifications and headquarters, the appointed employee's name and Service, and the Agreement Section relied upon for the award. (Amended 6/1/03)

### **TITLE 22. DEMOTION AND LAYOFF**

(Entire Demotion and Layoff Procedure  
Amended 1/1/88)

#### **22.1 PURPOSE**

The provisions of this Title provide the procedure to be followed when a regular employee with one continuous year of service is to be displaced from his/her position. An employee who cannot be placed in accordance with the following will be laid off. For substitute provisions applicable to General Construction, see Exhibit K. For clarification of this Title as applied in the Design Drafting Department, see Exhibit L. (Amended 1/1/94)

#### **22.2 APPLICATION**

(a) **Employee To Be Displaced:** When a displacement for lack of work occurs, the weekly employee in the affected classification with the least Service will be the first to be

displaced. The controlling considerations in the displacement of a monthly employee shall be an employee's ability and personal qualifications; and where these are relatively equal, the employee in the affected classification with the least Service will be the first to be displaced. No employee shall be placed in a job under the provisions of this Title unless qualified to perform the duties.

(b) A more senior employee may volunteer to accept layoff in lieu of the junior employee in the classification and headquarters so affected by lack of work.

(c) A vacancy at a headquarters will be substituted for the employee with the least Service at that headquarters in the application of the following Displacement or Election Procedures.

(d) Order is the sequence of consideration for displacement which must be exhausted in the order listed.

(e) As used in this Title, "next lower" or "successively lower" means that classification in retrogressive sequence next lower in maximum rate of pay to any classification with a higher maximum rate of pay in which the same type of work or activity is performed.

### **22.3 DISPLACEMENT PROCEDURE**

(a) (1) **Transfer and Displacement:** The employee displaced for lack of work will be placed in the highest classification starting with his/her own or successively lower classifications in such employee's line of progression in which the employee with the least Service in such classification has less Service than that of the displacing employee in the displacing employee's (i) headquarters, or (ii) Division, or (iii) Region, or (iv) within the System, in that order.

(2) Concurrently an employee subject to the provisions of the foregoing Subsection (a)(1) may be placed in a beginning job vacancy, if one is available, which is within 50 miles of the employee's headquarters or within the Region. Such displaced employee must possess the qualifications for the position. (Added 1/1/91)

(3) Such displaced employee who cannot be placed under the provisions of the foregoing Subsections (a)(1) or (a)(2) shall be placed in a beginning job vacancy, if one is available, in another line of progression in the system if the employee has at least three years of Service and has the qualifications to progress in the new line of progression. (Amended 1/1/91)

(b) In lieu of the foregoing, an employee whose displacement is for lack of work may elect to return to any previous unit classification in a different line of progression that he/she held for more than six months and was not demoted therefrom provided that such displacement is made under the same principles of Service as set forth in the foregoing and, provided further, that such displacement can be made within the displacing employee's headquarters; or Division; or Region; or if the employee has at least three years of Service, the System, in that order. (Amended 1/1/91)

(c) Notwithstanding the provisions of Title 21, preferential consideration shall be accorded to any employee who has been displaced for lack of work, pursuant to the provisions of this Title, in filling the next vacancy in either his/her original or successively lower classification(s) or headquarters or both.

(d) Employees who have received notice of displacement pursuant to Section 22.3 and vacate their base position by successful bid, transfer, or who are displaced into a lower paying position, will maintain their rate of pay for up to three years or until such time as the rate of pay in the new position is equal to or greater than that of the employee's frozen rate of pay, whichever comes first. If at the end of three years, an employee is still paid above the top of the rate for the classification held, the employee will be placed at the top of the rate for that



classification. During the time that an employee's pay remains above the wage range of the position, the employee will not receive a General Wage Increase or Progressive Wage Increases. The wage protection will be canceled if an employee, placed in a classification with a formal training program (e.g., ETP and MAP), fails to complete the training. The employee's wage rate will then be adjusted so as not to exceed the top of the new wage range/schedule. (Added 1/1/00)

#### **22.4 DEMOTION OTHER THAN FOR LACK OF WORK**

An employee who is demoted for any reason other than for lack of work may be placed in a vacancy created in his/her headquarters by the promotion of one or more employees to fill the job which the demoted employee vacated. If no such vacancy occurs, he/she may be demoted to a vacancy in a lower classification in the Region in which he/she is employed. In the application of this Section, an employee shall be demoted to a vacancy in the first successively lower classification which he/she is qualified to fill.

#### **22.5 NOTICE**

(a) The Company shall give all regular employees as much notice as possible of an impending displacement, but in no case less than seven calendar days. Further, Company will give an employee who is to be demoted or displaced due to lack of work as much notice thereof as possible, but in no case less than seven calendar days. An employee who is to be laid off will receive not less than 10 workdays notice. All employees will be given an opportunity to notify the Company, through the completion of the employee option form, of their preferential order in which Subsection 22.3 (a) shall be administered. This information will be kept on file for use in any displacement action and may be updated by the employee at any time up to 2 days prior to the start of a displacement action. (Amended 1/1/00)

(b) An employee's failure to give notice prescribed in Subsection (a) will result in the Company applying the following preference sequence: 1) 22.3 (a)(1) to next lower classification in headquarters; 2) 22.3 (a)(1) to same classification in Division, then Region, then System; 3) 22.3 (a)(2); 4) 22.3 (a) (3); 5) 22.1. (Added 1/1/00)

#### **22.6 INVOLVING A NON-BARGAINING UNIT EMPLOYEE**

A supervisor or other non-unit employee who previously worked in the classification may be appointed to an existing vacancy or authorized additional position in the bargaining unit provided that Company Service in non-bargaining unit classifications shall not count as seniority for purposes of exercising rights under the provisions of Titles 21 and 22. (Added 1/1/91)

#### **22.7 MOVING COSTS**

(a) When an employee is displaced under the provisions of this Title because of lack of work at his/her headquarters and the employee's new headquarters is beyond a commutable distance from his/her Residence, Company shall reimburse the employee for the reasonable cost incurred in connection with moving his/her household in a sum not to exceed \$2,400. (Amended 1/1/94)

(b) Reasonable costs as referenced above shall include and are restricted to:

(1) Transportation of the employee and his/her immediate family to the new headquarters location (one trip only).

(2) Meal and motel expenses for the above incurred on moving day when movers cannot complete the move on the same day.

(3) Moving of furniture and household goods to the new residence.

(4) Cost of containers to be used in moving less applicable credits for returned items, such as barrels, wardrobes and boxes.

- (5) Reasonable insurance on furniture and household goods.
- (6) Installation of television antenna or cable connections.
- (7) Piping and wiring costs to accommodate moved appliances.
- (8) Reasonable costs of any and all non-refundable deposits and/or hook-up fees for water, garbage, telephone, gas and electric.

All expenses not specifically covered above are excluded from payment under this Section.

Notice of intent to move must be filed by the employee within 90 days after his/her transfer in order to qualify for reimbursement of moving expenses outlined above. All requests for reimbursement for moving expenses must be presented together with proper receipts before payment can be granted.

(c) "Beyond commutable distance," as used above, shall mean a new headquarters located more than 45 minutes or 30 miles from his/her present residence. (Added 1/1/94)

## **22.8 REHIRE PROVISIONS**

Notwithstanding the provisions of Section 21.13; a regular full-time employee with one continuous year of Service who has been laid off for lack of work for a period not in excess of 30 continuous months shall be entitled to preferential rehire in the reverse order of layoff as follows:

When a vacancy exists in a beginner's job in the line of progression in the Region from which one employee was laid off, the Company shall call the last telephone number furnished by the laid off employee and provide notification of opening for reemployment. If contacted by telephone such employee must advise the Company whether or not the reemployment offer will be accepted within three working days and the employee must be available for work within seven calendar days after so advising Company. If the laid off employee cannot be reached by telephone, then the Company shall send notice by certified mail - return receipt requested of openings for reemployment to the last mailing address as furnished by the laid off employee. Within seven working days after such notice is received, such laid off employee must advise the Company whether or not the reemployment offer will be accepted and the employee must be available for work within seven calendar days after so advising Company. If no reply is received by the Company within three days of the telephone call or seven days after the notice is received, such employee will be considered terminated and the next employee on the laid off list may be notified of the opening. To expedite rehiring, more than one employee may be notified of an opening but priority shall be given to employees in the reverse order of layoff. If no employee remains on the laid off list, the provisions of Section 21.13 will be invoked. Employees recalled shall report to work within seven calendar days after advising the Company of their acceptance of reemployment. If they fail to report within such time, they shall be considered terminated with no further reemployment rights under this Section. An employee returning to a beginner's job under the provisions of this Section must possess the necessary skills, ability, and physical qualifications to perform the duties of the position to which he/she returns. (Amended 1/1/94)

## **22.9 RELOCATION OTHER THAN FOR LACK OF WORK**

When it becomes necessary to relocate individuals or groups of employees in a headquarters/office due to the closing of a reporting headquarters/office or when such relocation is necessitated by a shift of work load or other economic consideration, either of which is expected to be permanent, and where the number and the classification of jobs in the Region will be unchanged, the following procedure shall be followed:

(a) All employees in a headquarters/office including those on leaves of absence, off sick, on vacation, or off on disability shall be considered on the basis of Service, as defined in Section 13.3, in the following Subsections:

(b) Employees with the greater Service shall be given the first opportunity to relocate.

(c) In the event there are insufficient volunteer(s) for such relocation, the employee(s) with the least Service in the affected classifications shall be relocated.

(d) Each employee in Subsection (c) above shall be given as much notice as possible of the impending relocation, and such employee may elect either:

(1) to fill any vacancy in the employee's classification and line of progression in the Region in which the employee is assigned, or

(2) to fill the vacancy in the employee's classification and line of progression created at the new location where such a job is relocated.

(e) An employee so displaced in Subsections (b) and (c) above shall be given preferential consideration under Subsection 22.3(c) to return to such employee's former headquarters/office.

(f) An employee relocated in accordance with Subsection (b) or (c) above shall be entitled, when appropriate, to the provisions of Section 22.7.

(g) The Company shall not implement the provisions of this Section for the purpose of subverting Titles 7, 10, or 21.

#### **22.10 ENABLER**

By written agreement between the Company and the Union, special provisions may be substituted for the provisions of this Title.

### **TITLE 23. SAFETY**

**23.1** The Company shall make reasonable provisions for the safety of employees in the performance of their work. Union may appoint on a rotating basis an annual representative to each Area Safety Committee to participate in its affairs, including safety inspections of employee work areas. The Union shall cooperate in promoting the realization of the responsibility of the individual employee with regard to the prevention of the accidents. (Amended 1/1/00)

**23.2** The Company reserves the right to draft reasonable safety rules for employees and to insist on the observance of such rules. The Union may submit suggestions to the Company concerning the revision and enforcement of safety rules.

### **TITLE 24. SHIFT PREMIUM**

#### **24.1 DEFINITIONS**

All eight-hour work periods regularly scheduled to begin at 4:00 a.m. or thereafter but before 12:00 noon shall be designated as first shifts. All eight-hour work periods regularly scheduled to begin at 12:00 noon or thereafter but before 8:00 p.m. shall be designated as second shifts. All eight-hour periods regularly scheduled to begin at 8:00 p.m. or thereafter but before 4:00 a.m. shall be designated as third shifts.

#### **24.2 AMOUNT OF PREMIUM**

(a) No shift premium shall be paid for the first shift. An hourly premium of 4-1/2 percent of the weighted average straight-time rate of all employees represented by Union

(rounded to the nearest full cent per hour) shall be paid for work performed in the second shift, and an hourly premium of 9 percent of the weighted average straight-time rate of all employees represented by Union (rounded to nearest full cent per hour) shall be paid for work performed in the third shift. The shift premium, if any, which is payable for an employee's regularly scheduled hours of work shall be paid for any time worked by such employee immediately preceding or following such employee's regular hours of work and as an extension thereof. If an employee is scheduled to work during a shift other than such employee's regularly scheduled shift and such work does not immediately precede or follow such employee's regularly scheduled shift, the employee shall be paid the shift premium, if any, which is applicable to the shift in progress as of the time the employee starts such work. (Amended 1/1/80)

(b) The weighted average straight-time rate referred to in Subsection (a) hereof shall be calculated annually by adding any general wage increase effective on January 1 to the computed calculated rate as of the December 31 immediately prior. The effective date of any change in shift premium shall be January 1. (Added 1/1/77)

#### **24.3 OVERTIME**

When a shift premium is applicable to time worked at the overtime rate of pay, the applicable multiplier shall be used in determining the applicable shift premium. (Amended 1/1/77)

#### **24.4 PART-TIME EMPLOYEES**

Shift premiums shall not be payable for work performed by part-time employees (as that term is defined in Section 13.8) who work less than eight hours per day.

#### **24.5 NON-WORKTIME**

Shift premiums shall be payable only for hours actually worked and shall not be payable for non-work time such as holidays, sick leave, and vacation.

#### **24.6 DISCLAIMER**

Nothing contained in Sections 24.1 to 24.5, inclusive, shall be construed to modify or supersede any other provisions of this Agreement with respect to hours of work, rates of pay, and working conditions.

#### **24.7 SUNDAY PREMIUM**

(a) Except for General Office Land Department Field Engineering employees, in addition to any other compensation due an employee, the Company shall pay to all employees regularly scheduled to work on Sunday, and who in fact work on a Sunday, an hourly premium for such work equal to the premium paid by the Company for the third shift as provided in Section 24.2 of the Agreement. (Added 1/1/80, Amended 1/1/83)

(b) The Company shall pay Chief-of-Party, Senior Land Technician, and Land Technician one and one-half times their regular hourly rate of pay for the time worked on a Sunday during a scheduled ten day, eight hour trip, or an eight day, 10 hour trip. (Added 1/1/83, Amended 1/1/91)

### **TITLE 25. SUPPLEMENTAL BENEFITS**

#### **25.1 BENEFIT DESCRIBED**

(a) When an employee is absent by reason of injury arising out of, and in the course of, employment with the Company which comes within the application of the Workers' Compensation and Insurance Chapters of the State Labor Code, he/she shall be eligible for supplemental benefits for the duration of temporary disability. Such benefits shall commence with the first workday of absence immediately following the day of the injury. The amount of the supplemental benefit payable shall be 75 percent of an employee's basic weekly wage rate divided by five, less the sum of any payments to which he/she may be entitled under the Workers' Compensation and Insurance Chapters of the State Labor Code and benefits from the Voluntary

Wage Benefit Plan which provides benefits in lieu of unemployment compensation disability benefits provided for in the California Unemployment Insurance Code. (Amended 1/1/00 to be applicable to employees sustaining injuries 1/1/00 or after)

(b) Any supplemental benefits paid during the first week of disability shall be considered as a credit against disability compensation which may be retroactively due under the provisions of the Workers' Compensation and Insurance Chapters of the State Labor Code. Supplemental benefits paid for the first aggregate 182 days of absence shall be considered as a credit which may be applied to any permanent disability settlement. (Amended 1/1/83, 1/1/91)

## **25.2 LIGHT DUTY**

An employee who is absent by reason of industrial disability may be returned to work and given temporary light duties within his/her ability to perform. The duration of any such period of temporary work shall be determined by the Company. Employees shall be compensated at the rate of pay of their regular classification while engaged in such temporary duties.

## **TITLE 26. ENABLING CLAUSE**

### **26.1 GENERAL**

(a) The parties recognize that it may be desirable during the term of this Agreement to make mutually acceptable changes as to matters other than wages (Exhibits A and A-I) and the term of the Agreement (Title 28). Therefore, by written agreement between the Company and the Union, other provisions may be substituted for any other provisions of this Agreement. It being further understood and agreed by the parties that neither is under any obligation to meet, discuss, or agree to any such proposal of the other party. (Added 1/1/77)

(b) **Productivity Enhancement Committee:** The Company and the Union will establish Joint Committees on Productivity Enhancement. One such committee consisting of four members appointed by the Company's Manager of Industrial Relations and four members appointed by the Union shall meet at the call of either party. Other Productivity Enhancement Committees will be established as agreed between the Union and the Company at other levels of the Company's organization. Union members of such committees who are employees of the Company shall be paid by the Company for attendance at mutually agreed-to meetings of such committees.

(c) The Productivity Enhancement Committee at any level may request of the manager of Industrial Relations and the Union's Business Manager to establish efficiency experiments temporarily amending the provisions of the Agreement excluding wages, manpower and conflict with any Federal or State law, regulation or executive order.

## **TITLE 27. MANAGEMENT OF COMPANY**

The following general and specific statements of intent and agreement are not intended to change, modify, or supersede any past Arbitration and Review Decisions or working practices established prior to July 1, 1972, or letter agreements or memorandums of understanding which may be inconsistent with the following Sections except by future written agreement between the Union and the Company. (Added 1/1/74)

### **27.1 MANAGEMENT OF COMPANY**

The management of the Company and its business and the direction of its working forces are vested exclusively in the Company; and this includes, but is not limited to, the following: to direct and supervise the work of its employees; to hire, promote, demote, transfer, suspend and discipline, or discharge employees for just cause; to plan, direct, and control operations; to lay off employees because of lack of work or for other legitimate reasons; to introduce new or improve methods or facilities, provided, however, that all of the foregoing shall be subject to the provisions

of this Agreement, arbitration, or Review Committee decisions or letter agreements or memorandums of understanding clarifying or interpreting this Agreement. (Added 7/1/72)

## **27.2 PERFORMANCE OF WORK USUALLY ASSIGNED TO BARGAINING UNIT CLASSIFICATIONS**

(a) **Non-Unit Employees:** Non-unit employees shall not perform work usually assigned to bargaining unit employees except under the following circumstances:

- (1) emergency situations,
- (2) training of employees and demonstrating work methods,
- (3) work which is incidental to their assigned duties and de-minimis.

Work performed by non-unit employees under the circumstances listed above shall not cause an erosion of the unit through demotion, layoff or attrition. (Amended 1/1/88)

(b) **Outside Contractors:** The Company may, at its discretion, assign such work to outside contractors provided that such contracting out shall not, within 120 calendar days of the letting of such contract, cause a layoff or demotion in rate of pay by reason thereof of any employee in the bargaining unit who is engaged in the same type of work or activity as that involved in the work which was contracted.

Before contracting out work normally performed by bargaining-unit employees, Company will offer and schedule overtime so long as it is economically feasible and operational time constraints can be met. (Added 1/1/00). Also see *Exhibit B, LOA 93-7-ESC*. (Added 6/1/03)

(c) **Temporary Agencies:** The Company may use the Services of temporary agency personnel provided that in the exercise of such right the Company will not make a contract with any company or individual for the purpose of dispensing with the Services of employees who are covered by the bargaining Agreement. The following guidelines will be observed:

(1) Where temporary services are required for a limited period of time not to exceed 120 calendar days, such as an emergency situation or for a specific special function.

(2) Where the regular employees at the headquarters are either not available or normal work loads prevent them from doing the work during the time of the emergency or special function situation.

(3) The Union Business Representative in the area should, if possible, be informed of the Company's intentions before the agency employees commence work. (Added 1/1/88)

(d) A monthly salaried exempt employee may be assigned unit work as part of the employee's career development training program for the sole purpose of familiarization with the work for a period not to exceed a maximum career total of 90 calendar days. Such training assignments shall not be utilized for the purpose of circumventing the authorization of additional bargaining unit positions or to avoid permanently filling vacant bargaining unit positions. (Added 1/1/83)

## **TITLE 28. TERM**

### **28.1 TERM AND TERMINATION**

(a) This Agreement, having taken effect as of the first of May 1955 and having thereafter been amended from time to time, shall, continue in effect as further amended herein for the term of *June 1, 2003, to December 31, 2007*, and shall continue thereafter from year to year

unless written notice of termination shall be given by either party to the other 60 days prior to the end of the then current term. (Amended 6/1/03).

(b) **General Wage and Salary Increases:** *The Company will grant a general wage increase of four percent (4.0%), effective June 1, 2003; four percent (4.0%) effective January 1, 2004; and four percent (4.0%), effective January 1, 2005. Either party may re-open this Agreement with respect to the subject of wages by giving notice of such re-opening to the other party 60 days prior to January 1, 2006 and January 1, 2007. A lump sum payment of \$900.00 will be paid to active employees on the payroll as of January 1, 2003. (Amended 6/1/03)*

## **28.2 NOTICE TO AMEND**

If either party desires to amend this Agreement, it shall give notice thereof to the other party 90 days prior to the end of the then current term. In which event, the parties shall commence negotiations on any proposed amendment as soon as practicable after such notice has been given. Failure of the parties to agree on such proposed amendment shall not cause termination of this Agreement unless either party has given notice of termination as provided in Subsection 28.1(a). (Amended 1/1/88)

## **28.3 APPROPRIATE UNIT CHANGE**

Notwithstanding the provisions of Subsection 28.1(a), either party may give to the other 30 days written notice of the proposed amendment of this Agreement in the event that an administrative or judicial tribunal having jurisdiction to do so determines that the unit described in Section 3.1 hereof is inappropriate for the purpose of collective bargaining.

## **28.4 CONFLICT OF LAW**

Any provisions of this Agreement which may be in conflict with any Federal or State law, regulation, or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict.

In the event any provision of this Agreement is suspended or declared inoperative by reason of the operation of this Section, the parties shall meet within 30 days to negotiate a substitute provision which will, as nearly as possible, reflect the intent of the suspended clauses in a lawful manner. (Added 1/1/84)

## **28.5 CANCELLATION DUE TO BREACH**

Notwithstanding the provisions of Subsection 28.1(a), either party may forthwith terminate this Agreement in the event that the other breaches its obligations as set forth in Section 2.2 hereof. Notice of termination shall be given in accordance with the terms of the Labor Management Relations Act of 1947.

## 28.6 CANCELLATION OF INTERIM AGREEMENT

This Agreement cancels and supersedes that certain Interim Agreement entered into on January 1, 1953, by the Company and Union and all amendments and supplements thereto. (Section Amended 8/1/66, 7/1/70, 7/1/72)

IN WITNESS THEREOF, the parties, by their duly authorized representatives, have caused these presents to be executed this 24<sup>th</sup> day of October, 2003.

### PACIFIC GAS AND ELECTRIC COMPANY

*/s/ Russell M. Jackson*

By: Russell M. Jackson,  
Vice President - Human Resources

*/s/ Stephen A. Rayburn*

And by: Stephen A. Rayburn,  
Director of Industrial Relations

### ENGINEERS AND SCIENTISTS OF CALIFORNIA, Local 20 IFPTE, AFL-CIO & CLC

*/s/ Major Norton*

By: Major Norton  
Secretary - Treasurer

*/s/ Ken Jones*

By: Ken Jones  
President

*/s/ Marlayne Morgan*

And by: Marlayne Morgan,  
Business Manager



**EXHIBIT A****STANDARD OF WAGE AND SALARY RANGES ON 40-HOUR WORKWEEK BASIS  
AND CODES, AND BEGINNING CLASSIFICATIONS****AS AMENDED June 1, 2003****PACIFIC GAS AND ELECTRIC COMPANY****REPRESENTED BY****ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20****IFTPE, AFL-CIO & CLC****DIVISION CLASSIFICATIONS****EFFECTIVE 6/1/2003****2004****2005**

Associate Distribution Engineer	Start	-	1388.70	per week	1444.25	1502.05
3091 (3093 - Provisional) - Electric	End 6 Months <sup>(1)</sup>	-	1438.00	per week	1495.55	1555.40
3092 (3094 - Provisional) - Gas	End 12 Months	-	1455.15	per week	1513.40	1573.95
Senior Engineering Estimator	Start	-	1052.55	per week	1094.65	1138.45
3144 Electric	End 6 Months	-	1113.55	per week	1158.10	1204.45
3145 Gas	End 12 Months	-	1167.15	per week	1213.85	1262.40
	End 18 Months	-	1220.95	per week	1269.80	1320.60
	End 24 Months	-	1275.05	per week	1326.05	1379.10
	End 30 Months	-	1321.60	per week	1374.50	1429.50
Senior Engineering Estimator (passed test)	Start	-	0.00	per week	0.00	0.00
3147 Electric	End 6 Months	-	1141.50	per week	1187.20	1234.70
3148 Gas	End 12 Months	-	1196.50	per week	1244.40	1294.20
	End 18 Months	-	1251.55	per week	1301.65	1353.75
	End 24 Months	-	1307.00	per week	1359.30	1413.70
	End 30 Months	-	1354.70	per week	1408.90	1465.30
Engineering Estimator	Start	ETP Module 1	869.15	per week	903.95	940.15
3150 Electric	End 6 Months	ETP Module 2	902.55	per week	938.65	976.20
3151 Gas	End 12 Months	ETP Module 3	937.25	per week	974.75	1013.75
	End 18 Months	ETP Module 4	973.40	per week	1012.35	1052.85
	End 24 Months	ETP Module 5	1010.90	per week	1051.35	1093.40
	End 30 Months	ETP Module 6	1052.55	per week	1094.65	1138.45

**(1) Maximum rate for Provisional Associate Distribution Engineer.**

**DIVISION CLASSIFICATIONS** <sup>(2)</sup>**EFFECTIVE 6/1/2003****2004****2005**

Principal Map Draftsman	Start	-	1275.90			1326.95	1380.05
3178 Electric	End 6 Months	-	1336.50			1390.00	1445.60
3179 Gas	End 12 Months	-	1363.25			1417.80	1474.55
Senior Map Draftsman							
3181 Electric	Start	-	1275.90			1326.95	1380.05
3182 Gas	End 6 Months	-	1303.85			1356.00	1410.25
Map Draftsman	Start	-	938.80			976.35	1015.40
3187 Electric	End 6 Months	-	1016.40			1057.10	1099.40
3188 Gas	End 12 Months	-	1084.00			1127.40	1172.50
Map Draftsman (passed test)	End 18 Months	-	1156.55			1202.85	1251.00
3191 Electric	End 24 Months	-	1185.50			1232.95	1282.30
3192 Gas	End 30 Months	-	1215.05			1263.65	1314.20
Map Draftsman - Local							
3193 Electric							
3194 Gas							
Map Draftsman - Local (passed test)	Start	-	0.00			0.00	0.00
3195 Electric	End 6 Months	-	1062.55			1105.05	1149.25
3196 Gas	End 12 Months	-	1111.15			1155.60	1201.85
	End 18 Months	-	1185.50			1232.95	1282.30
	End 24 Months	-	1215.20			1263.85	1314.40
	End 30 Months	-	1245.60			1295.45	1347.30
Mapper	6/1/03 Min.	Max.	2004 Min.	Max.	2005 Min.	Max.	
3197 Electric							
3198 Gas	752.05	- 1049.65	782.15	- 1091.65	813.45	- 1135.35	

(2) When the Mapping Advancement Program is implemented, mapping titles will change and the Mapper wage range may be converted to wage steps.

**GENERAL OFFICE CLASSIFICATIONS**

	<b><u>EFFECTIVE 6/1/2003</u></b>		<b><u>2004</u></b>		<b><u>2005</u></b>	
	Min.	Max.	Min.	Max.	Min.	Max.
2916 Senior Engineering Assistant	1128.65 -	1249.55	1173.80 -	1299.55	1220.75 -	1351.55
2917 Engineering Assistant II	1078.05 -	1128.65	1121.20 -	1173.80	1166.05 -	1220.75
2918 Engineering Assistant I	752.05 -	1078.05	782.15 -	1121.20	813.45 -	1166.05
3160 Material Inspector	1244.15 -	1453.10	1293.95 -	1511.25	1345.75 -	1571.70
3162 Assistant Material Inspector	864.25 -	1128.65	898.85	1173.80	934.80 -	1220.75
2980 Senior Design Engineer	1222.25 -	1548.30	1271.15 -	1610.25	1322.00 -	1674.70
2983 Design Engineer	849.00 -	1413.05	883.00 -	1469.60	918.35 -	1528.40
3000 Senior Design Drafter	1134.40 -	1226.60	1179.80 -	1275.70	1227.00 -	1326.75
3003 Design Drafter	918.70 -	1128.65	955.45 -	1173.80	993.70 -	1220.75
3004 Drafter	713.25 -	918.70	741.80 -	955.45	771.50 -	993.70
3037 Lead Cadd Operator (for pay purposes only)	1184.70 -	1281.50	1232.10 -	1332.80	1281.40 -	1386.15
3038 Cadd Operator II (for pay purpose only)	958.35 -	1178.65	996.70 -	1225.80	1036.60 -	1274.85
3039 Cadd Operator I (for pay purposes only)	780.00 -	958.35	811.20 -	996.70	843.65 -	1036.60
3129 Senior Field Design Engineer	1283.90 -	1625.95	1335.30 -	1691.00	1388.75 -	1758.65
3128 Field Design Engineer	891.55 -	1483.65	927.25 -	1543.00	964.35 -	1604.75
3024 Field Drafter	872.60 -	1149.00	907.50 -	1195.00	943.80 -	1242.80
3021 Senior Field Drafter	1149.00 -	1282.70	1195.00 -	1334.05	1242.80 -	1387.45

**TECHNICAL & ECOLOGICAL SERVICES  
AND RESEARCH AND DEVELOPMENT (TES)  
CLASSIFICATIONS**

	<b><u>EFFECTIVE 6/1/2003</u></b>		<b><u>2004</u></b>		<b><u>2005</u></b>	
	Min.	Max.	Min.	Max.	Min.	Max.
3250 Senior Engineering Technician	1196.95 -	1336.20	1244.85 -	1389.65	1294.65 -	1445.25
3253 Engineering Technician II	1081.70 -	1196.95	1125.00 -	1244.85	1170.00 -	1294.65
3254 Engineering Technician I	827.65 -	1081.70	860.80 -	1125.00	895.25 -	1170.00
3265 Technologist	1336.20 -	1511.30	1389.65 -	1571.75	1445.25 -	1634.65
2919 Senior Technical Specialist II	1166.40 -	1266.40	1213.10 -	1317.10	1261.65 -	1369.80
2920 Technical Specialist II	1078.05 -	1166.40	1121.20 -	1213.10	1166.05 -	1261.65
2921 Technical Specialist I	752.05 -	1078.05	782.15 -	1121.20	813.45 -	1166.05

# LAND CLASSIFICATIONS

			<u>EFFECTIVE 6/1/2003</u>		<u>2004</u>		<u>2005</u>	
2976	Senior Engineering Designer		1222.55	- 1548.30	1271.45	- 1610.25	1322.00	- 1674.70
2977	Engineering Designer		849.30	- 1413.05	883.30	- 1469.60	918.65	- 1528.40
3315	Document Writer		1233.65	- 1395.35	1283.00	- 1451.20	1334.35	- 1509.25
2906	Chief of Party		1233.55	- 1438.00	1282.90	- 1495.55	1334.25	- 1555.40
2909	Land Agent		1321.60	- 1438.00	1374.50	- 1495.55	1429.50	- 1555.40
2972	Lead Land Technician		1321.60	- 1395.35	1374.50	- 1451.20	1429.50	- 1509.25
2974	Senior Land Technician	Start	1052.55		1094.65		1138.45	
		End 6 Months	1113.55		1158.10		1204.45	
		End 12 Months	1166.30		1212.95		1261.50	
		End 18 Months	1220.95		1269.80		1320.60	
		End 24 Months	1275.05		1326.05		1379.10	
		End 30 Months	1321.60		1374.50		1429.50	
			Min.	Max.	Min.	Max.	Min.	Max.
2971	Land Technician		827.65	- 1177.35	860.80	- 1224.45	895.25	- 1273.45
3030	Senior Land Draftsman (PIO)		1128.65	- 1220.45	1173.80	- 1269.30	1220.75	- 1320.10
3033	Land Draftsman		962.30	- 1128.65	1000.80	- 1173.80	1040.85	- 1220.75
3034	Junior Land Draftsman		800.60	- 962.25	832.65	- 1000.75	866.00	- 1040.80

**MATERIALS CLASSIFICATIONS**

		<b><u>EFFECTIVE 6/1/2003</u></b>		<b><u>2004</u></b>		<b><u>2005</u></b>	
		Min. -	Max.	Min.	Max.	Min.	Max.
3239	Senior Instrument Technician (PIO)	1235.00 -	1323.35	1284.40 -	1376.30	1335.80 -	1431.35
3255	Senior Insulation Tester	1041.60 -	1235.00	1083.30 -	1284.40	1126.65 -	1335.80
3256	Insulation Tester						
	Start	-	845.45	879.30		914.50	
	End 6 Months	-	887.00	922.50		959.40	
	End 12 Months	-	928.45	965.60		1004.25	
	End 18 Months	-	969.85	1008.65		1049.00	
	End 24 Months	-	1011.35	1051.80		1093.90	
	End 30 Months	-	1052.90	1095.05		1138.85	
	End 3 Yrs.	-	1094.30	1138.10		1183.65	

**CONSTRUCTION CLASSIFICATIONS**

		<b><u>EFFECTIVE 6/1/2003</u></b>		<b><u>2004</u></b>		<b><u>2005</u></b>	
		Min.	Max.	Min.	Max.	Min.	Max.
2925	Construction Planner	970.80 -	1483.55	1009.65 -	1542.90	1050.05 -	1604.65
3020	Senior Field Draftsman	1149.00 -	1282.70	1195.00 -	1334.05	1242.80 -	1387.45
3023	Field Draftsman	872.60 -	1149.00	907.50 -	1195.00	943.80 -	1242.80
3100	Field Engineer	971.10 -	1455.95	1009.95 -	1514.20	1050.35 -	1574.80
3117	Senior Field Engineering Technician	1187.70 -	1354.05	1235.25 -	1408.25	1284.70 -	1464.60
3118	Field Engineering Technician	843.50 -	1187.70	877.25 -	1235.25	912.35 -	1284.70
3270	Senior Transitman	1154.05 -	1294.50	1200.25 -	1346.30	1248.30 -	1400.15
3273	Transitman	904.15 -	1154.05	940.35 -	1200.25	978.00 -	1248.30

**GAS SUPPLY CLASSIFICATIONS**

	<b><u>EFFECTIVE 6/1/2003</u></b>		<b><u>2004</u></b>		<b><u>2005</u></b>	
	Min.	Max.	Min.	Max.	Min.	Max.
3140 Senior Engineering Estimator	1177.35 -	1321.60	1224.45 -	1374.50	1273.45 -	1429.50
3143 Engineering Estimator	869.15 -	1177.35	903.95 -	1224.45	940.15 -	1273.45

**DISTRIBUTION ENGINEERING CLASSIFICATIONS**

	<b><u>EFFECTIVE 6/1/2003</u></b>		<b><u>2004</u></b>		<b><u>2005</u></b>	
	Min.	Max.	Min.	Max.	Min.	Max.
3266 Gas Distribution Engineer, Associate <sup>(3)</sup>	56,830 -	63,645	59,105 -	66,195	61,470 -	68,845
3267 Gas Distribution Engineer <sup>(3)</sup>	63,645 -	79,440	66,195 -	82,620	68,845 -	85,925
3268 Electric Distribution Engineer, Associate <sup>(3)</sup>	56,830 -	63,645	59,105 -	66,195	61,470 -	68,845
3269 Electric Distribution Engineer <sup>(3)</sup>	63,645 -	79,440	66,195 -	82,620	68,845 -	85,925

(3) Annual Wage Rates

**NOTE:** The following is for information only.

1) The following classifications which have no incumbents are deleted:

2910	Engineering Assistant A
2913	Engineering Assistant B
2914	Engineering Assistant C
2915	Engineering Assistant - Electric
3049	Assistant Engineer
3146	Senior Engineering Estimator - Water
3149	Senior Engineering Estimator - Water (Passed Test)
3152	Engineering Estimator Water
3173	Design - Intern
3174	Design - Intern
3160	Associate Engineer - (Present Incumbent Only)
3120	Test Engineer
3122	Assistant Test Engineer
3123	Junior Test Engineer
3116	Senior Field Projection Control Technical
3119	Field Project Control Technician
3211	Service Planner
3240	Instrument Technician
3260	Chemical Technologist
3310	Senior Document Writer

2) Designate the following classifications as present incumbent only:

3239	Senior Instrument Technician
3037	Lead CADD Operator
3038	CADD Operator II
3029	CADD Operator I

Incumbents will continue to receive General Wage Increases and Merit Increases pursuant to Title 15.

## II CLASSIFICATIONS BY CLASSIFICATION CODE

2906	Chief of Party
2909	Land Agent
2916	Senior Engineering Assistant
2917	Engineering Assistant II
2918	Engineering Assistant I
2919	Senior Technical Specialist
2920	Technical Specialist II
2921	Technical Specialist I
2925	Construction Planner
2971	Land Technician
2972	Lead Land Technician
2974	Senior Land Technician
2976	Senior Engineering Designer
2977	Engineering Designer
2980	Senior Design Engineer
2983	Design Engineer
3000	Senior Design Drafter
3003	Design Drafter
3004	Drafter
3020	Senior Field Draftsman
3021	Senior Field Drafter
3023	Field Draftsman
3024	Field Drafter
3030	Senior Land Draftsman (PIO)
3033	Land Draftsman
3034	Junior Land Draftsman
3037	Lead CADD Operator (PIO)
3038	CADD Operator II (PIO)
3039	CADD Operator I (PIO)
3049	Assistant Engineer (PIO)
3091	Associate Distribution Engineer - Electric
3092	Associate Distribution Engineer - Gas
3100	Field Engineer
3117	Senior Field Engineering Technician
3118	Field Engineering Technician
3128	Field Design Engineer
3129	Senior Field Design Engineer
3140	Senior Engineering Estimator (Pipe Line Operation)
3143	Engineering Estimator (Pipe Line Operation)
3144	Senior Engineering Estimator - Electric
3145	Senior Engineering Estimator - Gas
3147	Senior Engineering Estimator (Passed Test) - Electric
3148	Senior Engineering Estimator (Passed Test) - Gas
3150	Engineering Estimator - Electric
3151	Engineering Estimator - Gas
3160	Material Inspector
3162	Assistant Material Inspector
3178	Principal Map Draftsman - Electric
3179	Principal Map Draftsman - Gas
3181	Senior Map Draftsman - Electric
3182	Senior Map Draftsman - Gas
3187	Map Draftsman - Electric
3188	Map Draftsman - Gas



3191	Map Draftsman (Passed Test) - Electric
3192	Map Draftsman (Passed Test) - Gas
3193	Map Draftsman Local - Electric
3194	Map Draftsman Local - Gas
3195	Map Draftsman Local (Passed Test) - Electric
3196	Map Draftsman Local (Passed Test) - Gas
3197	Mapper - Electric
3198	Mapper - Gas
3239	Senior Instrument Technician
3250	Senior Engineering Technician
3253	Engineering Technician II
3254	Engineering Technician I
3255	Senior Insulation Tester
3256	Insulation Tester
3265	Technologist
3266	Gas Distribution Engineer, Associate
3267	Gas Distribution Engineer
3268	Electric Distribution Engineer, Associate
3269	Electric Distribution Engineer
3270	Senior Transitman
3273	Transitman
3315	Document Writer (PIO - Divisions)

## II CLASSIFICATIONS ALPHABETICALLY

Assistant Material Inspector	3162
Associate Distribution Engineer - Electric	3091
Associate Distribution Engineer - Gas	3092
CADD Operator I (PIO)	3039
CADD Operator II (PIO)	3038
Chief of Party	2906
Construction Planner	2925
Design Drafter	3003
Design Engineer	2983
Document Writer (PIO - Divisions)	3315
Drafter	3004
Electric Distribution Engineer	3269
Electric Distribution Engineer, Associate	3268
Engineering Assistant I	2918
Engineering Assistant II	2917
Engineering Designer	2977
Engineering Estimator - Electric	3150
Engineering Estimator - Gas	3151
Engineering Estimator (Pipe Line Operation)	3143
Engineering Technician I	3254
Engineering Technician II	3253
Field Design Engineer	3128
Field Drafter	3024
Field Draftsman	3023
Field Engineer	3100
Field Engineering Technician	3118
Gas Distribution Engineer	3267
Gas Distribution Engineer, Associate	3266
Insulation Tester	3256
Junior Land Draftsman	3034

Land Agent	2909
Land Draftsman	3033
Land Technician	2971
Lead CADD Operator (PIO)	3037
Lead Land Technician	2972
Map Draftsman - Electric	3187
Map Draftsman - Gas	3188
Map Draftsman (Passed Test) Electric	3191
Map Draftsman (Passed Test) Gas	3192
Map Draftsman Local (Passed Test) Electric	3195
Map Draftsman Local (Passed Test) Gas	3196
Map Draftsman Local - Electric	3193
Map Draftsman Local - Gas	3194
Mapper - Electric	3197
Mapper - Gas	3198
Material Inspector	3160
Principal Map Draftsman - Electric	3178
Principal Map Draftsman - Gas	3179
Senior Design Drafter	3000
Senior Design Engineer	2980
Senior Document Writer	3310
Senior Engineering Assistant	2916
Senior Engineering Designer	2976
Senior Engineering Estimator - Electric	3144
Senior Engineering Estimator - Gas	3145
Senior Engineering Estimator (Passed Test) - Electric	3147
Senior Engineering Estimator (Passed Test) - Gas	3148
Senior Engineering Estimator (Pipe Line Operation)	3140
Senior Engineering Technician	3250
Senior Field Design Engineer	3129
Senior Field Drafter	3021
Senior Field Draftsman	3020
Senior Field Engineering Technician	3117
Senior Instrument Technician	3239
Senior Insulation Tester	3255
Senior Land Draftsman (PIO)	3030
Senior Land Technician	2974
Senior Map Draftsman - Electric	3181
Senior Map Draftsman - Gas	3182
Senior Map Draftsman - Gas	3188
Senior Technical Specialist	2919
Senior Transitman	3270
Technical Specialist I	2921
Technical Specialist II	2920
Technologist	3265
Transitman	3273

### **III BEGINNING CLASSIFICATIONS**

#### **DIVISION ELECTRIC AND GAS**

2983	Design Engineer
3004	Drafter
3150 / 3151	Engineering Estimator
3197 / 3198	Mapper

#### **LAND**

2971	Land Technician
2977	Engineering Designer
3034	Junior Land Draftsman

#### **GENERAL OFFICE**

2918	Engineering Assistant I
3162	Assistant Material Inspector

#### **DEPARTMENT OF ENGINEERING RESEARCH**

2921	Technical Specialist I
3254	Engineering Technician

#### **DESIGN DRAFTING**

2983	Design Engineer
3004	Drafter
3024	Field Drafter
3128	Field Design Engineer

#### **MATERIALS**

3256	Insulation Tester
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#### **GENERAL CONSTRUCTION**

3023	Field Draftsman
3100	Field Engineer
3118	Field Engineering Technician
3273	Transitman

#### **PIPELINE OPERATIONS**

2914	Engineering Assistant C
3143	Engineering Estimator

#### **DISTRIBUTION ENGINEERING**

3266	Gas Distribution Engineer, Associate
3268	Electric Distribution Engineer, Associate

## EXHIBIT B

### LABOR MANAGEMENT COMMITTEES

93-7-ESC

June 1, 1993

Engineers and Scientists of  
California, MEBA  
1182 Market Street, Suite 204  
San Francisco, CA 94102

Attention: Mr. Ben Hudnall, Business Manager

Gentlemen:

Company proposes to amend the GUIDELINES FOR INCLUDING ESC-REPRESENTED EMPLOYEES IN LABOR-MANAGEMENT COOPERATION EFFORTS as follows:

#### LABOR MANAGEMENT COMMITTEES

1. In accordance with Subsection 14.5(c) of the Agreement, local Labor Management Committees are the appropriate forum to discuss local productivity, quality, and employee satisfaction issues. The establishment of Labor-Management Committees will be agreed to by local management and the appropriate ESC Business Representatives. Union committee members will be selected by ESC Business Representatives and Company members will be selected by local management.
2. Local management and Union Business Representatives will agree to the subjects of discussion based on local operating needs. Matters in the grievance procedure and personal matters shall not be discussed at Labor-Management meetings.
3. Labor-Management Committees will have the discretion to establish subcommittees to discuss specific or ongoing productivity/quality issues. ESC Business Representatives and local management will select subcommittee members.

Such committees may also include IBEW represented and/or non-bargaining unit employees. The selection of non-bargaining unit members shall be at management discretion and the IBEW represented employees in accordance with applicable letter agreements.

4. Union Business Representatives will have access to all subcommittee meetings. All subcommittee recommendations must be subject to review and approval by Labor/Management committees.

5. Committees may also be established by submitting to Union's Business Manager a written description of the scope of the issues to be addressed and requesting the Union's nominations for ESC represented participants.

Company and Union will cooperate in the selection of employees to participate on any of these committees taking care to select employees who have knowledge of the subject area, who are willing to approach the subject area with an open mind, and who are willing to work in a cooperative and collaborative manner.

Recommendations made by any of the foregoing committees that require Company and Union Agreement shall be incorporated into a letter of agreement and be executed at the appropriate level.

#### WORK ASSIGNMENTS

It is management's right and responsibility to assign work. The Labor Agreement provides various options for assigning bargaining unit work and the option selected is generally based on operational constraints and customer requirements.

The parties, while recognizing the options available to management, are committed to keeping the assignment of bargaining unit work to ESC represented employees where operational and business needs are accommodated. The Company and Union agree that before contracting out work normally performed by ESC represented employees, alternative options of performing the work by such represented employees may be reviewed by a local committee comprised of management and bargaining unit employees. The options may include, but not be limited to, overtime, non-traditional work assignments to qualified employees, temporary transfers, temporary employees, retired or former employees, Distribution Construction Field employees and the like to the extent that these options are feasible and meet the operational constraints and customer requirements subject to this review.

Company retains the right to make the final decision regarding the assignment of work in accordance with Section 27.2(b) or other applicable contract provisions.

Either party upon giving 30 days written notice may cancel this agreement.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By /s/ Ronald L. Bailey  
Mgr of Industrial Relations

The Union is in accord with the foregoing and it agrees thereto as of the date hereof.

ENGINEERS AND SCIENTISTS OF CALIFORNIA,  
MEBA

August 11, 1993

By /s/ Ben Hudnall  
Business Manager

**EXHIBIT C**

**R2-01-37-ESC**

October 18, 2001

Engineers and Scientists of California  
Local 20, IFPTE, AFL-CIO and CLC  
350 Frank Ogawa Plaza, 8<sup>th</sup> Floor  
Oakland, CA 94612

Attention: Marlayne Morgan, Business Manager

Dear Ms. Morgan:

This letter agreement replaces LOA 96-02-ESC and Exhibit C of the 2000 Agreement.

The Company and the Engineers and Scientists of California recognize a need to continue to utilize temporary employees to meet the interests of both parties. Some of the factors include: (1) having qualified personnel perform work that is temporary in nature; (2) avoiding the implementation of the demotion and layoff procedures as a result of adding employees to the regular work force for work that will not continue in the near future; (3) providing employment security for the regular work force and to maintain the standard of living for such work force; (4) working together cooperatively to meet the objectives of both parties; and (5) allowing sufficient time to adequately train new regular employees.

It is not the intent of the parties to have temporary employees replace permanent employees. Notwithstanding any other understanding between the parties, Company shall not involuntarily layoff any employee for lack of work in a classification in which temporary employees in that same classification are being utilized.

**A. OTHER TEMPORARY EMPLOYEE PROVISIONS**

Employees hired pursuant to this agreement will not be subject to the time limits set forth in Section 13.7 and Letter Agreement 93-9.

Utilization of hiring hall employees shall not exceed 12 consecutive months within a department, location and classification unless otherwise agreed to in writing by the Overview Committee. For current hiring hall employees, the 12 month period begins on the effective date of the signing of this letter agreement. The restriction is not applicable under the following conditions:

1. Company is unable to fill the position on a regular basis in the department and headquarters;
2. Relief is needed to fill in behind a regular employee;
3. Senior Estimators are needed to supplement efforts to mentor/train new estimators at headquarters where Routine Estimators make up more than 40% of the estimating workforce (excluding ADEs); and
4. Resource sharing where the assisting (subject) headquarters is performing work at locations where condition 1 above applies.

The Company may continue to hire employees under the provisions of Section 13.7 and all other existing provisions of the Agreement. The hiring of temporary employees under this letter agreement is considered contracting pursuant to Section 27.2 of the agreement.

## **B. REQUEST FOR TEMPORARY EMPLOYMENT**

When the Company needs temporary employees through this agreement, Company shall initially request ESC to refer applicants for such work pursuant to this agreement. The request shall include:

1. The classification needed;
2. Special skills or training required;
3. The work location;
4. The reporting date and who to report to; and
5. The duration of the work, if known;

Company shall notify the Union by 2:00 p.m. on Friday for referral of applicants to be made during the following week.

ESC will make every effort to dispatch applicants for work as soon as possible and by no later than 15 days of the initial request made by the Company. ESC will immediately notify the Company in the event an applicant cannot be dispatched within this 15 day time period.

## **C. CLASSIFICATIONS, QUALIFICATIONS AND PAY RATES**

The classification, qualifications and pay rates shall be those already negotiated by the parties contained in the Agreement unless otherwise specifically agreed to by the parties. Pay rates shall be determined as noted in Section D of this agreement.

## **D. PRIORITY OF REFERRALS**

1. Previous PG&E employees that worked in the same or higher classification in the previous 60 months. Priority 1 employees shall be paid at the top wage rate established for the classification in which they are employed.
2. Previous PG&E employees that worked in the same or higher classification. Priority 2 employees shall be paid at the top wage rate established for the classification in which they are employed.
3. Individuals that have previously performed the work of the same or higher classification through the Hiring Hall. Priority 3 employees shall be paid at 5 % above the minimum rate for the classification, or at a higher rate previously attained. An employee who has accumulated 12 months experience in a classification without a break in temporary Hiring Hall employment of more than one-year will have his/her wage rate increased by 5 %.
4. Inexperienced individuals that meet PG&E's agreed-to qualifications. Priority 4 employees shall be paid the minimum rate for the classification of work to be performed. An employee who has accumulated 12 months experience in a classification without a break in temporary Hiring Hall employment of more than one-year will have his/her wage rate increased by 5 %. An employee who has accumulated 24 months experience in a classification without a break in temporary Hiring Hall employment of more than one-year will have his/her wage rate increased by 5 %.

## **E. TEMPORARY STATUS**

Temporary employees shall not attain regular status or any entitlements that regular employees have, unless otherwise agreed to by the parties. These temporary employees will not be entitled to Supplemental Benefits as described in Title 25.

Any temporary employee covered by this agreement hired into a regular position will be considered as a new hire under all of the provisions of the Collective Bargaining Agreement. Former hiring hall employees hired into comparable (same discipline/line of progression) regular classifications will be permitted to retain their experienced HH wage rate. Additionally, individuals with more than 24 months of hiring hall experience in

comparable positions will have their initial wage rate in a regular position increased by 2.5% for each 6 month period beyond the 24 months threshold. This wage treatment modifies the language in LOA R1-00-20-ESC.

#### **F. TEMPORARY EMPLOYEE COMPENSATION**

The following shall apply for temporary employees:

1. Employment shall commence upon orientation or work at the location and time requested by the Company. Pay provisions are those provided for in the ESC-PG&E Agreement.
2. In lieu of benefits (including participation in the Savings Fund Plan), temporary employees shall be paid a benefit factor for each hour worked. This factor will be the same for all hiring hall personnel within the Company. The factor is the total of the hours payments as provided in the IBEW 1245 Outside Line Agreement of (a) Lineco; (b) NEBF; and (c) Pension. This factor will be changed at the same time there is a change in the Outside Line Agreement.
3. Company may not downgrade employees from the classification requested. However, the Company may upgrade employees in accordance with the Agreement, for a period of time not to exceed a total of forty hours during any period of continuous employment, without prior agreement with the Union.

Company and the Union will continue to explore the possibility of premium payments for benefits.

#### **G. LEAD CLASSIFICATIONS**

Company will count temporary employees in the ratio of lead classifications to lower level classifications. As an example, if the hiring of a temporary Estimator increases the ratio of ADE's to Estimators from 1:8 to 1:10, the Company will upgrade an employee in the headquarters to the lead classification in accordance with Subsection 15.3 (a) and Exhibit D of the Agreement.

#### **H. REJECTION OF REFERRALS**

Company may reject any referral that is determined by the Company to be unsuitable for employment. Company may terminate the employment of any temporary employee when determined by the Company such individual is not suited for continued employment. In such an event the Company will pay a reporting referral fee of \$100.00. If the individual works that day, a minimum of four hours will be paid.

The Company will not be required to pay the reporting referral fee if the individual arrives late to work, unfit for duty or without the proper tools and equipment.

Company may also notify the Union in writing of any individual determined by the Company who should not be referred to PG&E for employment per the following:

1. Each notification must be in writing to the Union with a copy to the individual.
2. The notification must be specific as to what classifications an individual is not to be referred to.

Former PG&E employees who were discharged for cause and are not eligible for rehire shall not be referred to the Company for temporary employment provided the Union has been notified in writing prior to the referral.

Additionally, Company shall furnish Union written confirmation of all temporary hiring and terminations provided for under the provisions of this agreement.

#### **I. FAILURE TO COMPLY WITH THIS AGREEMENT**

In the event it is determined that the Company failed to comply with the provisions of this agreement that causes any individual to lose any benefit or compensation, such individual will be made whole by the Company for the loss of benefits or compensation.



## J. OVERVIEW COMMITTEE

A committee consisting of two Company and two Union members will coordinate the application of this agreement and address all issues related to it. This shall include Company's requests for referrals and the Union's administration of the referral procedure. This committee may request records to verify good faith efforts to fill regular positions where hiring hall personnel are being used in the situations described in paragraph A. 1. and A. 4.

## K. APPEALS COMMITTEE

An Appeals Committee shall be established composed of three members; one member appointed by the Union, one member appointed by the Company and a public member appointed by both the Union and Company.

The Appeals Committee shall consider any complaint that the Overview Committee is unable to resolve arising out of the administration of a referral by the Union to the Company that is submitted by any employee or applicant for employment as long as such complaint is received by Union in writing within thirty days of the date of the action causing such complaint. The Committee shall have the authority to make a final and binding decision on any such complaint, which shall be complied with by the Company and Union. The Committee is authorized to issue procedural rules for the conduct of its business, but is not authorized to add to, subtract from or modify any provisions of the Agreement and its decision shall be in accord with this agreement. Costs associated with this committee shall be shared equally between the Company and Union.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By: s/ Bruce A. Tison  
Bruce A. Tison  
Manager and Senior Negotiator

The Union is in accord with the foregoing and agrees thereto as of the date hereof.

ENGINEERS AND SCIENTISTS OF CALIFORNIA  
LOCAL 20, IFPTE, AFL-CIO and CLC

October 30, 2001

By: s/ Marlayne A. Morgan  
Marlayne A. Morgan  
Business Manager

## **EXHIBIT D**

*(Exhibit Amended 6/1/03)*

### **JOB DESCRIPTIONS AND TESTING AND PROMOTION PROCEDURES**

#### **I. TESTING INFORMATION**

Test eligibility and requirements specific to a given classification are included with the specific Job Description.

#### **II. GENERAL TESTING AND PROMOTION PROCEDURES**

##### **A. APPLICATION**

(1) The following provisions are applicable to represented employees who desire to enter the classification of Associate Distribution Engineer and to employees in the classification of Engineering Estimator (See Letter Agreement 99-04-ESC), or

- who desire to enter the classifications of Principal Map Draftsman or Senior Map Draftsman in the Regions, and to employees in the classification of Mapper in the Regions (See L.O.A.) 90-41), or

- who desire to enter the classification of Land Agent, Document Writer or Chief of Party, and to employees in the classification of Senior Land Technician.

(2) Employees who are eligible to take any of the examinations covered herein shall be granted the necessary time from work to take the examination, and such time shall be considered as time worked, provided they have not previously failed such examination three times.

Those employees who have failed a third time or more will continue to be granted time off necessary to take the examination, however, such time off shall be without pay. Employees may use vacation or floating holidays to cover this time.

## B. GENERAL PROCEDURE

(1) The Company and the Union shall review the proposed examination to determine that the content is appropriate for the purpose and to establish the base score for the particular examination. One employee for each test under discussion will be granted time off with pay, up to three days, while attending joint Company-Union Test Review Committee meetings. Pre-review meetings shall be held not later than the second week of February for the Associate Distribution Engineer; the third week of August for the Land and Mapping department and Senior Field Engineering Technician classification examinations. The examination will consist of base questions and optional questions. The optional questions shall total not less than 25 percent of the base questions. The following classifications must attain 70 percent of the base score established or confirmed at the post review in order to pass:

### For Promotion to:

Field Engineering Technician	Senior Field Engineering Technician
Mapper	Map Draftsman, Map Draftsman Local

If such employee attempts any optional questions in excess of the base test, he/she must attain 70 percent of all the questions attempted.

The following classifications must attain 75 percent of the base score established or confirmed at the post review in order to pass:

### For Promotion to:

Senior Engineering Estimator	Associate Distribution Engineer
Map Draftsman	Senior Map Draftsman or Principal Map Draftsman
Map Draftsman - Local	Senior Map Draftsman or Principal Map Draftsman
Land Technician	Senior Land Technician

If such employee attempts any optional questions in excess of the base test, he/she must attain 75 percent of all the questions attempted.

(2) The completed examinations shall be scored by the appropriate General Office Department within the times specified in 3 below.

(3) Prior to release of information on the test results, the Company and the Union shall review the scored examinations. Upon agreement at this post review of the examinations, questions which proved to be unclear, lacking sufficient information necessary to complete the problem or have any other such irregularity, may be discarded from the examination and a new base score established. Such revision of the base score shall not act as a detriment to any individual employee. This review will be scheduled no later than the last full or partial week of May for the Associate Distribution Engineer; and the first full or partial week of December for the Land

and Mapping department examinations. The reviews for Senior Field Engineering Technician will coincide with the ADE and Mapping review periods.

(4) A copy of the examination and answer key shall be returned to the employee through his/her supervisor. Other than a notation of passing or failing the examination, no record shall be made in the employee's personnel record.

(5) An employee who has taken the examination will be given an opportunity to review the results of his/her examination with his/her supervisor or other designated Company representative during the 30-day period after he/she receives a copy of the test.

(6) Appeal Process:

(a) An employee has 30 days from receipt of the graded exam and answer key to submit an appeal of the grading of any question(s). The appeal must be prepared by the employee and include an analysis of each question the employee wishes reviewed. The analysis will be forwarded to the Industrial Relations Department along with the employee's original examination. Appeals submitted after the 30-day period will not be processed.

(b) The Test Review Committee will receive copies of all appeals prior to meeting to discuss the appeals. This committee will respond to each appeal in writing. The Test Review Committee will meet within 30 days following the date the last timely appeal is received and will respond to each appeal in writing.

(7) Should a complaint arise concerning the fairness of administration or correction of an examination, the Union may refer it to the Company's Industrial Relations Department. Any such complaint referred shall be reviewed by a Company representative with a representative of the Union prior to the time the Company makes a final decision with respect to the result of the examination. Disputes which involve other matters under this Agreement may be submitted to the Investigating Committee and will be given consideration under the provisions of *Subsection 14.3(c)* of the Agreement.

## C. ELIGIBILITY

(1) An employee shall be eligible to take the examination given for advancement within the employee's own Department, where such higher job has been established, if on the last day of the month in which the examination is held, the employee will have been in the classification of Land Technician on a regular basis for *18 months* or Mapper for 24 months or more. Employees who hold the above classifications on the last day of the month in which the examination is held will also be eligible provided they are at a rate of pay which is equal to or higher than the cut-off rate developed by the following formula:

$$\text{Cut-off Rate} = \frac{\text{Top rate of Specific Classification} - \$1.05}{\$1.025}$$

Employees in the Field Engineering Technician classification will be eligible to take the Senior FET examination if they meet the following two conditions as of the last day of the month in which the Senior FET examination is held: have attained a wage rate equal to or above the cut-off rate and have completed a minimum of 24 months in the classification on a regular basis.

Field Engineering Technicians only:

Cut-off Rate =  $\frac{\text{Top rate of Specific Classification} - \$1.05}{\$1.05}$

#### D. ADVANCED LAND EXAMINATIONS

Land Agent and Lead Land Technician exams shall be given once a year (third week in October) beginning 1994 to provide employees with the opportunity to become qualified bidders for upcoming openings. A pool of questions shall be prepared by Management and approved by the Union to be used in the future for making up the Land Agent or Lead Land Technician tests. The pool of questions will be published and made available to eligible candidates. Any disputes in scoring will be settled on-site with the employee present for clarification. Notification of pass/fail will be immediate. Passing the Land Agent test satisfies the requirements for Lead Land Technician.

### III. JOB DESCRIPTIONS

#### A. DEGREES OF SUPERVISION

The degrees of supervision applicable to Job Descriptions of classifications contained herein are:

##### Provides Guidance -

Assists other employees in the performance of their work, providing advice and training.

##### Assigns Work -

Makes specific work assignments to other employees. (Added 1/1/83)

##### Directs the Work -

Makes specific work assignments to employees in lower classifications, providing guidance and reviewing the completed work for conformance with Company standards.

##### Supervises -

Directs the work of, provides guidance to, is responsible for the work of and represents the management in relationship with employees under his supervision.

#### IV. SPECIFIC JOB DESCRIPTIONS

##### **DIVISION GAS AND ELECTRIC DEPARTMENTS**

##### **ASSOCIATE DISTRIBUTION ENGINEER**

- 3091 ELECTRIC  
- 3092 GAS

##### **A. DUTIES**

Under the supervision of an engineer or local operating head, prepares, reviews and directs the preparation of engineering plans and cost estimates for construction of or improvement to electric, gas, and steam heat systems.

Completes general assignments from supervisor involving applications for service, operating problems, or general improvements by gathering field and office information, by making field observations and measurements, and by consulting division maps and operating records. Makes engineering analyses of problems, plans and prepares layouts showing recommendations for installation of new facilities or rearrangement of existing facilities. Recommends types, kinds, quantities, and sizes of facilities to be installed and methods and types of construction. Assists in preparing annual budgets. Under the supervision of an engineer or local operating head, makes specific work assignment to employees in lower classifications and provides guidance and training to estimating and mapping employees performing field and office work of a less difficult nature than that performed by the Associate Distribution Engineer, may be required to accept upgrades in increments of one week or more to exempt positions pursuant to Title 15 of the Agreement, for the sole purpose of performing on-call duties. When required to report for work outside regular work hours, the Associate Distribution Engineer will be compensated in accordance with Title 17 of the Agreement. During the period of upgrade, the Associate Distribution Engineer will continue to perform normal bargaining unit duties.

##### **B. REQUIREMENTS**

Must have thorough practical knowledge of Company standards of engineering, operating and construction as evidenced by successfully passing a Company examination demonstrating ability to perform listed duties. Must have the ability to direct the work of others and the knowledge and ability to meet the public and discuss problems relating to service.

##### **C. APPLICATION**

(1) The examination for Associate Distribution Engineer will be given the fourth week in March.

(2) An employee in the Senior Engineering Estimator classification shall be eligible to take only the examination given for advancement in his/her Department if he/she will have been in such classification on a regular basis on the last day of the month in which the examination is held.

(3) The Company shall maintain a ratio in each headquarters, not to exceed eight Gas Estimators for every Gas Associate Distribution Engineer and eight Electric Estimators for every Electric Associate Distribution Engineer. In addition, each Associate Distribution Engineer may direct the work of one temporary additional or intermittent Estimator.

(4) In order to eliminate an Associate Distribution Engineer position in offices with more than one Associate Distribution Engineer, the remaining number of Estimators to Associate Distribution Engineers shall not exceed eight. (See Review Committee Decision No. 470)

(5) When an Associate Distribution Engineer position is to be eliminated, the incumbent Associate Distribution Engineer shall be returned to his/her former classification and rate of pay in the headquarters.

(6) Employees classified as Associate Distribution Engineer on 11-1-87 shall be exempt from demotion as a result of the application of the provisions of Letter Agreement 87-11.

(7) Bona fide system planning work previously performed by Associate Distribution Engineers will be removed from the bargaining unit and all planning-type problems will be eliminated from the promotional examination to Associate Distribution Engineer. Estimating work currently performed by Estimators in a Planning Section will remain bargaining unit work.

(8) The Company will phase in the implementation of Items 1 through 5 over a three-year period commencing May 1, 1987.

(9) A Senior Engineering Estimator who has passed the test for promotion to Associate Distribution Engineer will be placed at the step in the wage progression of the "passed-test" classification that corresponds to his/her time in the Senior Engineering Estimator classification.

#### (10) FILLING VACANCIES

Vacancies in the Associate Distribution Engineer classification shall be filled as follows:

##### (a) Regular Vacancies

The provisions of Title 21 shall govern the filling of Associate Distribution Engineer vacancies. The successful completion of the appropriate examination is a prerequisite, and selection shall be made after consideration of all the stated requirements.

##### (b) Provisional ADEs

Gas 3094  
Electric 3093

When an Associate Distribution Engineer vacancy is not filled pursuant to Section 21.2 as a result of "No Qualified Bidders," the vacancy may be filled on a provisional basis from the list of pre-bidders under the provisions of Subsection 21.2(f).

Provisional Associate Distribution Engineers will not be allowed to bid "same or higher" classifications until the qualifications for the position, as described in Exhibit D of the Agreement, are met. Further such employees will not be eligible for consideration under the "Critical Classification" letter agreement until such time as they meet the full requirements of the job. A Provisional Associate Distribution Engineer shall be required to take the appropriate ADE examination each time it is offered and must pass within the first three attempts. If a provisional ADE does not pass in three attempts, the provisions of Section 22.4 shall be effected. The testing procedure shall be in accordance with the language of Exhibit D, II, A2 of the Agreement; i.e., the Company will provide that an employee be granted paid time off to take the examination a total of three times, regardless of the employee's classification. The employee shall be granted time off with permission without pay when attempting subsequent examinations. (Amended 1/1/91)

*It is the intent of the parties to fill ADE vacancies with employees who have passed the ADE exam. However, a former Provisional ADE demoted via Sections 22.4 can subsequently fill an ADE vacancy pursuant to Subsection 21.2. (f) of the Agreement. In such instances, the employee would have one additional opportunity to pass the ADE exam, including exhausting the test appeal process, before Section 22.4 is again applied. This process is expected to take up to one year, after which Section 22.4 is applied. If the position can not be filled by an employee who has passed the appropriate ADE exam, the incumbent Provisional may remain in the position, subject to the annual cycle described above. (Added 6/1/03)*

Maximum rate of pay for a Provisional ADE shall not exceed 6 month step of ADE.

(c) Temporary Vacancies

In the filling of temporary vacancies, employees shall be considered in respect to the full requirements of the classification, giving preferences where practical to those in the headquarters with prebids on file and who have passed the ADE examination.

(1) The senior qualified employee at the headquarters can decline the upgrade if a less junior qualified employee volunteers for the upgrade.

(2) The rate of pay for employees who have not passed the ADE exam shall not exceed the six month step of ADE.

Passed Test

SENIOR ENGINEERING ESTIMATOR

- 3144 ELECTRIC 3147  
- 3145 GAS 3148

A. DUTIES

Under the supervision of an engineer or local operating head, prepares cost estimates for construction of or improvement to electric, gas, and steam heat systems. This work is normally of such a nature that it requires a practical knowledge of construction methods, Company standards, rules and regulations, rather than requiring advanced engineering knowledge or advanced mathematical calculations.

From general assignment from supervisor involving applications for service, operating problems, or general improvements he/she gathers field and office information, by field observations and measurements, and by consulting maps and operating records. Makes analyses of problems, and prepares layout in accordance with Company standards, showing plan for installation of new facilities or rearrangement of existing facilities.

With an employee in a higher classification, works on an extensive project performing field and office work in connection with preparing layouts and plans for construction or reconstruction of electric, gas or steam heat facilities.

Prepares estimates where work involves the application of existing standards to complete final estimate. Obtains joint pole agreements, initiates right-of-way procedures, applications for licenses, permits, etc. May be required to investigate and prepare reports on third party accidents.

Provides guidance to Engineering Estimators.

May be required to perform customer contact, project coordination, billing, and contract preparation in connection with non-subdivision residential services. Non-subdivision residential work is defined as gas and electric work of four or fewer applicants or lots. Typical jobs include temporary and permanent services, service alterations, rewires and rule 16 gas/electric extensions. Given appropriate training, may also be required to perform typical jobs in the opposite commodity.

Where clear business efficiencies can be gained, may also be assigned similar customer contact work within the employee's line of progression, on small commercial and agricultural jobs, although management retains jurisdiction over such work.



## B. REQUIREMENTS

The full qualifications of Engineering Estimator and the demonstrated ability to perform work of a difficult nature as evidenced by the quality and quantity of his/her work as an Engineering Estimator and by completing the Estimator Training Program (ETP).

## C. APPLICATION

(1) Progression to the classification of Senior Engineering Estimator will occur when the employee has completed ETP.

(2) Following completion of ETP, the effective date of progression to Senior will be *either: the next work day or six months from the start of the final module; whichever comes later.* The rate of pay will be in accordance with the Subsection 15.4(a)(1). Exhibit N contains information on accelerated wage treatment for some categories of employees.

(3) All Senior Engineering Estimator vacancies will be held open for bidding, in accordance with Section 21.2. Of those jobs not filled under 21.2(a) or (b), every other one will be subject to the provisions of Subsection 21.2(d) before it may be downgraded to Engineering Estimator.

### ENGINEERING ESTIMATOR

- 3150 ELECTRIC

- 3151 GAS

(Beginning Classification)

## A. DUTIES

Under general supervision, prepares cost estimates and construction plans of less difficult nature than work performed by a Senior Engineering Estimator.

Makes field sketches and prepares layouts for construction of additions or improvements to electric or gas systems of such a nature that the plans and methods are embodied in existing standards, specifications, rules, and regulations. Estimates labor and material costs; obtains joint-pole agreements; initiates right-of-way procedures, licenses, permits, etc., and performs such other work as required to prepare the estimate in final form.

May be required to perform customer contact, project coordination, billing, and contract preparation in connection with non-subdivision residential services. Non-subdivision residential work is defined as gas and electric work of four or fewer applicants or lots. Typical jobs include temporary and permanent services, service alterations, rewires and rule 16 gas/electric extensions. Given appropriate training, may also be required to perform typical jobs in the opposite commodity.

Where clear business efficiencies can be gained, may also be assigned similar customer contact work within the employee's line of progression, on small commercial and agricultural jobs, although management retains jurisdiction over such work.

May be required to prepare final sketch or layout and cost estimate of more complex jobs from field notes prepared by an employee in a higher classification. May be required to investigate and prepare reports on third-party accidents.

## B. REQUIREMENTS

High school graduation with a working knowledge of the Company's construction standards and specifications, and some operating knowledge and experience. Ability to meet public and discuss problems relating to service.

## C. APPLICATION

(1) When a vacancy occurs in a headquarters where there are only one, two, or three estimating classifications and (in the case of a two-man or three-man office) where none of the remaining employees is classified as a Senior Engineering Estimator, the Company will attempt to fill the vacancy as a Senior Engineering Estimator through the procedures of Title 21 before reducing the classification to Engineering Estimator and filling the vacancy under the provisions of Section 21.13.

(2) In offices where there are more than three engineering classifications (not including mapping classifications), at least one classification will be an Associate Distribution Engineer or higher classification in the engineering line of progression.

### Division Mapping Departments

<b>PRINCIPAL MAP DRAFTSMAN</b>	- 3178 ELECTRIC
	- 3179 GAS

## A. DUTIES

Under the supervision of an engineer, local operating head, or Supervising Mapper, directs the work of not less than four or more than eight other mapping employees. Such Principal shall not be considered as directing the work of other mapping employees who are being directed by a Senior Map Draftsman.

Performs the work of a Map Draftsman and other related duties as required.

## B. REQUIREMENTS

Must meet the requirements for a Map Draftsman and have demonstrated the ability to direct the work of Mappers and Map Draftsmen.

In an agreed-upon testing procedure, must successfully pass a Company examination demonstrating the full ability of a Map Draftsman. (Amended 1/1/80).

## C. APPLICATION

1. Examination for the Principal Map Draftsman will be given the last full or partial week in September.

2. If the mapping complement at a headquarters is subsequently reduced below the number required for payment of the Principal's rate of pay, the employee shall be returned to the employee's previous classification and rate of pay at the appropriate rate dictated by the mapping complement at that headquarters. (Amended 1/1/88)

3. A Map Draftsman or Map Draftsman - Local, who has passed the test for promotion to Principal Map Draftsman, will be placed at the step in the wage progression that corresponds to his/her time in the Map Draftsman classification.

#### 4. Filling Vacancies

Vacancies in the Principal Map Draftsman classification shall be filled as follows:

(a) Regular Vacancies - The provisions of Title 21 shall govern the filling of Principal Map Draftsman vacancies. The successful completion of the appropriate examination is a prerequisite, and selection shall be made after consideration of all the stated requirements. A Senior Map Draftsman shall be considered as a 21.2(b) bidder and a Map Draftsman who has passed the above examination shall be considered as a 21.2(c) bidder to Principal Map Draftsman.

A new Principal position at a headquarters shall be filled in accordance with Section 21.2 from among those qualified employees at the headquarters only. If not filled from within the headquarters, then the job will be filled as provided in Title 21.

(b) Temporary Vacancies - In the filling of temporary vacancies, employees shall be considered in respect to the full requirements of the classification, giving preferences, where practical, to those who have passed the examination.

**SENIOR MAP DRAFTSMAN**      - 3181 ELECTRIC  
   - 3182 GAS

##### A. DUTIES

Under the supervision of a Supervising Mapper, engineer, local operating head, or under the direction of a Principal Map Draftsman, directs the work of not more than three other mapping employees.

Performs the work of a Map Draftsman and other related duties as required.

##### B. REQUIREMENTS

Must meet the requirements for a Map Draftsman and have demonstrated the ability to direct the work of Mappers and Map Draftsmen.

In an agreed-upon testing procedure, must successfully pass a Company examination demonstrating the full ability of a Map Draftsman. (Amended 1/1/80).

##### C. APPLICATION

1. Examination for the Senior Map Draftsman will be given the last full or partial week in September.

2. A Map Draftsman or Map Draftsman - Local, who has passed the test for promotion to Senior Map Draftsman will be placed at the step in the wage progression that corresponds to his/her time in the Map Draftsman classification.

#### 3. Filling Vacancies

Vacancies in the Senior Map Draftsman classification shall be filled as follows:

(a) Regular Vacancies - The provisions of Title 21 shall govern the filling of Senior Map Draftsman vacancies. The successful completion of the appropriate examination is a prerequisite, and selection shall be made after consideration of all the stated requirements.

(b) Temporary Vacancies - In the filling of temporary vacancies, employees shall be considered in respect to the full requirements of the classification, giving preferences where practical to those who have passed the examination.

<b>MAP DRAFTSMAN</b>	- 3187 ELECTRIC - 3188 GAS	Passed Test
		3191
		3192

#### A. DUTIES

Under the supervision of a Supervising Mapper, engineer, or local operating head, and under the direction of a Principal Map Draftsman or Senior Map Draftsman, posts jobs to maps and makes verbal or written instructions, rough sketches, and data collected by Engineers, Estimators or Surveyors. Consults standard maps of cities, subdivision plots, railroads, and highways incidental to the preparation of new maps for plotting distribution lines and facilities. Reproduces worn maps; inks in and completes tracings, revises maps as changes occur.

Performs clerical work, tabulates reports required of the Mapping Department. May do occasional reducing of field survey notes and field checking. May be required to make mechanical and architectural drawings. Performs other related duties as required. Provides guidance to Mappers.

#### B. REQUIREMENTS

The full qualifications of a Mapper and the demonstrated ability to perform work of a difficult nature as evidenced by the quality and quantity of his/her work as a Mapper and, in an agreed upon testing and promotion procedure, by passing a Company examination which will test his/her ability to perform the duties of a Map Draftsman. A minimum of six months at the top of the Mapper wage range.

#### C. APPLICATION

1. Examination for the Map Draftsman will be given the last full or partial week in September.

2. A Map Draftsman at the top rate of pay may request to take the Map Draftsman examination in a Department other than the one in which the employee is currently assigned.

3. An employee in the Map Draftsman classification shall be eligible to take only the examination given for advancement in his/her Department if he/she will have been in such classification on a regular basis on the last day of the month in which the examination is held.

4. Progression to the classification of Map Draftsman will occur when the employee:

(a) has met the above appropriate examination requirement, and

(b) has met other requirements of the higher classification, and

(c) has completed six months at the top wage rate or has completed at least 30 months in the classification on a regular basis.

Such progression shall be effective on the first day of the month following completion of these requirements. *In cases where only the first two conditions have been met,*

*promotion is effective the day following completion of the wage/time in classification requirement.  
(Added 6/1/03)*

#### 5. Filling Vacancies

All Map Draftsman vacancies will be held open for bidding in accordance with Section 21.2. Of those jobs not filled under 21.2(a) or (b), every other one will be subject to the provisions of Subsection 21.2(d) before it may be downgraded to Mapper.

<b>MAP DRAFTSMAN - LOCAL</b>		Passed Test
	- 3193 ELECTRIC	3195
	- 3194 GAS	3196

#### A. DUTIES

When regularly assigned to work alone, in the absence of other mapping personnel, under the supervision of an engineer, or local operating head in a Division or Region staff office, performs the duties of a Map Draftsman.

In addition, he/she assumes responsibility for the maintenance of all maps in his/her operating area, the scheduling of work priorities, the timely filing of required reports, and the furnishing of mapping information to requesting parties.

#### B. REQUIREMENTS

Must meet the requirements for a Map Draftsman. In an agreed upon testing procedure, must successfully pass a Company examination demonstrating the full ability of a Map Draftsman.

#### C. APPLICATION

1. Examination for the Map Draftsman will be given the last full or partial week in September.

2. An employee in the Map Draftsman - Local classification shall be eligible to take only the examination given for advancement in his/her Department if he/she will have been in such classification on a regular basis on the last day of the month in which the examination is held.

3. Progression to the classification of Map Draftsman - Local will occur when the employee:

(a) has met the above appropriate examination requirement, and

(b) has met other requirements of the higher classification, and

(c) has completed six months at the top wage rate or has completed at least 30 months in the classification on a regular basis.

Such progression shall be effective on the first day of the month following completion of these requirements.

4. A Map Draftsman - Local will be placed at the step in the wage progression that corresponds to his/her time in the Map Draftsman classification when assigned to Local designation.

5. The wage steps for Map Draftsman - Local (passed test) will be 2 1/2 percent above the corresponding steps for Map Draftsman (passed test) and Map Draftsman - Local.

6. For employee who were Map Draftsman - Local (passed test) on December 31, 1982, the top wage rate on that date was \$533.05, and that rate will be adjusted each year thereafter by the amount of the general wage increases.

**MAPPER - 3197 ELECTRIC  
- 3198 GAS  
(Beginning Classification)**

**A. DUTIES**

Under the direction of a Principal or Senior Map Draftsman, posts jobs to maps, prepares sketches, diagrams, and single-line job drawings and keeps maps of electric, gas, or steam systems up to date. Such work includes inking in tracings.

From data or sketches provided by others, makes masters for job drawings and maps not requiring the interpretation of Surveyor's notes.

May be required to operate reproducing machines and mechanical and optical pantographs. Performs field checking and clerical work related to Mapping Department.

In an agreed-upon testing and promotion procedure, may be assigned work of a Map Draftsman to provide training for advancement to such classification.

**B. REQUIREMENTS**

High school graduation with drafting background. Ability to prepare mechanical drawings and to do lettering of an acceptable grade, both freehand and by use of drafting aids. (Amended 1/1/80).

**C. APPLICATION**

1. A Mapper whose rate of pay when becoming eligible for progression to Map Draftsman exceeds the minimum for the classification, will be placed at the lowest step in the progression that will result in at least a 2 1/2 percent wage increase.

2. Mappers who were at or above the weekly rate of \$385.20 on December 31, 1982 and who subsequently meet the requirements for progression to Map Draftsman, will be progressed to the 18-month step of the Map Draftsman wage rate.

**SENIOR DESIGN ENGINEER** - 2980  
**DESIGN ENGINEER** - 2983

(1) Routine substation design such as, but not limited to; field corrections, feeder additions/replacements, relay changes/additions, bank replacement, annunciator additions, and other routine design such as battery replacements.

(2) Transmission line design consistent with the negotiated job definitions. The duties of the Senior Design Engineer or Design Engineer may include the assignment of providing engineering expertise to crew personnel; coordinate engineering work between departments; and preparing cost estimates for transmission work (Typically performed by Estimators).

(3) The preparation or completion of job estimate forms for substation work, as assigned.

**LAND DEPARTMENTS**

**LAND AGENT** - 2909  
(Divisions & Regions)

**A. DUTIES**

Under the supervision of an exempt supervisor is responsible for land matters, including discussing them with private, public, or governmental bodies and agencies to obtain necessary rights-of-way, contracts, agreements or concurrence within established Company policies. This work includes such duties as coordinating relocation projects, review of encroachments, and gathering material and preparing preliminary reports/data sheets for use in land sales and leases. May perform the duties of lower classifications.

**B. REQUIREMENTS**

(1) Four years of college in a technical or liberal arts curriculum or the equivalent in education and/or experience.

(2) A minimum of one year as a Senior Land Technician and must have demonstrated the ability to perform such work as evidenced by the quality and quantity of the work product.

(3) Must be able to make effective oral and written presentations on land matters and must pass an agreed upon oral examination which will demonstrate the ability to perform Land Agent duties as assigned.

**C. FILLING VACANCIES**

Vacancies in the Land Agent classification shall be filled as follows:

(a) Regular Vacancies

The provisions of Title 21 shall govern the filling of Land Agent vacancies. The successful completion of the appropriate oral examination is a prerequisite, and selection shall be made after consideration of all the stated requirements.

(b) Temporary Vacancies

In the filling of temporary vacancies, employees shall be considered in respect to the full requirements of the classification, giving preferences, where practical, to those who have passed the formerly required written examination.

**LEAD LAND TECHNICIAN - 2972**  
(Divisions & General Office)

A. DUTIES

Under the supervision of an exempt supervisor is

(1) responsible for carrying out the full range of duties of the Senior Land Technician,

(2) assigned the responsibility for coordinating the routine work flow in land engineering matters with other departments within the Divisions and General Office; directs the progress and is responsible for the quality of the work of subordinates.

B. REQUIREMENTS

(1) Four years of college in a technical or liberal arts curriculum or the equivalent in education and/or experience.

(2) A minimum of one year as a Senior Land Technician and must have demonstrated the ability to perform such work as evidenced by the quality and quantity of the work product.

(3) land engineering matters and must pass an agreed upon oral examination which will demonstrate the ability to perform Lead Land Technician duties as assigned.

C. FILLING VACANCIES

Regular Vacancies

The provisions of Title 21 shall govern the filling of Lead Land Technician vacancies. The successful completion of the appropriate oral examination is a prerequisite, and selection shall be made after consideration of all the stated requirements.

D. IMPLEMENTATION

(1) Lead Land Technicians will be established in headquarters with

(a) three or more Land Technician/Senior Land Technician positions and no Land Supervisor,

(b) six or more positions normally assigned to the office and a land Supervisor,

(c) two or less positions without a supervisor, and a third position is added, one will be a lead.

Also establish three Lead Land Technicians in the General Office Land Department.

(2) Land Agents with lead responsibilities in the following Division headquarters will retain their Land Agent classifications: Santa Rosa, San Rafael, Vallejo, Vacaville, and Chico.



When vacated, these positions will be filled as Lead Land Technicians.

**CHIEF OF PARTY - 2906**  
(Regions and General Office)

**A. DUTIES**

An employee who, under the supervision of an exempt supervisor: regularly plans and directs the work and activities of a survey crew to procure all field data necessary for the preparation of all types of land documents and for the preparation of drawings in connection with the Company's design, construction, maintenance and operating functions. Is responsible for the performance of

(1) specific surveys as required on existing or proposed road, canals, ditches, telephone lines, distribution lines, transmission lines, horizontal and vertical control for construction projects, microwave installations, etc.,

(2) hydrographic surveys, settlement surveys for dams, power plants and other major structures, property surveys and setting property corners for Company-owned land,

(3) work, obtaining field data and making computations,

(4) recording in field notebooks, electronic data collectors or in manners designated by the Company,

(5) taking care of and operating survey equipment and related computers and interfaces, and

(6) may perform the duties of lower classifications.

**B. REQUIREMENTS**

(1) Two years of civil engineering or survey technology training from a recognized college, or the equivalent in education and/or experience, and one year's field experience as a Senior Land Technician. Must have the personal qualifications and ability to meet the public and direct and plan the activities of a survey crew.

(2) The full qualifications of a Senior Land Technician and the demonstrated ability to perform the above duties as evidenced by the quality and quantity of his/her work as a Senior Land Technician and in an agreed upon testing and promotion procedure, by passing a written Company examination which will test the ability to perform the duties of a Chief of Party, or who is a licensed Land Surveyor or who has passed the California State Land Surveyor in Training examination.

**C. FILLING VACANCIES**

Vacancies in the Chief of Party classification shall be filled as follows:

**(1) Regular Vacancies**

The provisions of Title 21 shall govern the filling of Chief of Party vacancies. Selection shall be made after consideration of all the stated requirements.

**(2) Temporary Vacancies**

In the filling of temporary vacancies, employees shall be considered in respect to the full requirements of the classification.

**DOCUMENT WRITER - 3315**  
(Regions - PIO & General Office)

**A. DUTIES**

An employee who, under the supervision of an exempt supervisor

(1) Prepares all the documents necessary for the acquisition and/or disposition of fee property by the Company and easements for all non-linear facilities. Writes complicated special documents.

(2) Coordinates the work flow in land matters with other departments within the Regions and directs the progress and is responsible for the quality of work of subordinates. May perform the duties of lower classifications.

(3) May check the work of other Document Writers in this duty.

**B. REQUIREMENTS**

(1) Four years of college in a technical or liberal arts curriculum or the equivalent in education and/or experience.

(2) Must have knowledge of fundamentals of land law, and aptitude for surveying and mapping, and the ability to prepare technical papers and legal instruments.

(3) A minimum of one year as a Senior Land Technician and must have demonstrated the ability to perform such work as evidenced by the quality and quantity of the work product.

**C. FILLING VACANCIES**

Vacancies in the Document Writer classification shall be filled as follows:

**(1) Regular Vacancies**

The provisions of Title 21 shall govern the filling of Document Writer vacancies. Selection shall be made after consideration of all the stated requirements.

**(2) Temporary Vacancies**

In the filling of temporary vacancies, employees shall be considered in respect to the full requirements of the classification.

**SENIOR LAND TECHNICIAN - 2974**  
(All Land Departments)

**A. DUTIES**

Under the supervision of an exempt supervisor or the direction of a Lead Land Technician is responsible for

(1) preparing maps and making computations from field notes, office data, and title searches for obtaining rights-of-way, purchasing of land, obtaining government permits, condemnation proceedings, obtaining leases and other land documents. Verifying data furnished by searchers, reducing field notes, and plotting plan profiles, road cross-sections, topography, contours; preparing special drawings and providing guidance to other employees in lower classifications. May be required to check mathematical computations of others

(2) assembling information for, and processing, clearing, and correcting all rights-of-way and land matters in the Divisions. This work includes such duties as preparing land documents, securing signatures, securing permits, inspecting property, preliminarily investigating encroachments, negotiating quitclaims, and making special investigations and contracts

(3) prepares all documents necessary for the acquisition of easements by the Company; and processes necessary forms for the granting and procuring of permits, quitclaims, leases and consents

(4) acting as the lead person in performing the field work necessary to procure data for the preparation of right-of-way papers, permits, leases and other land documents as required for distribution facilities. This work includes such duties as coordinating the work of survey parties, conducting field survey work by running a survey party, operating survey equipment, taking field notes and directing the work of other members of the survey party

(5) May perform the work of lower classifications.

**B. REQUIREMENTS**

(1) The full qualifications of a Land Technician and the demonstrated ability to *perform the above duties as evidenced by the quality and quantity of the work product and must pass an agreed upon written examination which will test his/her ability to perform the duties of a Senior Land Technician as assigned.*

(2) Must demonstrate the ability to direct the activities of a survey crew and the physical ability to do field survey work.

**C. APPLICATION**

(1) The examination for Senior Land Technician will be given in two parts: Land Engineering in March and Land Management in October.

(2) Progression to the classification of Senior Land Technician will occur when the employee

(a) has met the above appropriate examination requirement,

(b) has met other requirements of the higher classification, and

(c) has completed six months at the top wage rate or has completed at least 30 months in the classification on a regular basis.

Such progression shall be effective on the first day of the month following completion of these requirements.

#### D. FILLING VACANCIES

All Senior Land Technician vacancies will be held open for bidding in accordance with Section 21.2. Of those jobs not filled under 21.2(a) or (b), every other one will be subject to the provisions of Subsection 21.2(d) before it may be downgraded to Land Technician.

### **LAND TECHNICIAN - 2971**

(All Land Departments, Beginning Classification)

#### A. DUTIES

Under the supervision of a responsible supervisor or the direction of a Lead Land Technician or Senior Land Technician does the following:

(1) Performs routine work as a member of a survey party; including holding stadia or level rod, making measurements, recording survey notes, making mathematical computations, taking instrument readings, copying data, clearing brush and maintaining surveying equipment. May be required to operate the survey vehicle and to maintain an adequate stock of surveying supplies.

(2) Assembles preliminary information, reduces field survey notes, prepares maps, searches county records and prepares and processes land documents.

(3) Also performs duties substantially identical to those of a Senior Land Technician, but normally on assignments requiring less experience, in order to qualify for promotion to Senior Land Technician.

#### B. REQUIREMENTS

(1) Two years of Civil Engineering or Survey Technology training or the equivalent in education and/or experience in surveying of land and title work.

(2) Must have a valid California driver's license.

### **SENIOR ENGINEERING DESIGNER - 2976**

(General Office)

#### A. DUTIES

Under the supervision of an exempt supervisor, locates structures for transmission lines in the most economical location. Computes clearance problems, and computes leg and footing extensions for towers. Performs other advanced work requiring specialized knowledge and experience. Directs the work of draftsmen in the preparation of railroad, highway and other permits. Trains new employees and employees in other departments, *including those outside General Office.*

## B. REQUIREMENTS

Bachelor's degree in the field of Civil Engineering from a recognized college or Company experience and supplemental education which demonstrate the ability to perform the duties of the classification. The successful completion of the Engineer in Training Examination of the California Board of Civil and Professional Engineers will also be taken into account when promotions to this classification are being considered. Must have extensive experience in transmission line structure work or the equivalent in experience and ability.

### **ENGINEERING DESIGNER - 2977** (General Office, Beginning Classification)

## A. DUTIES

Under the supervision of an employee in a higher classification, assists in locating or relocating structures for transmission poles and preparing cost estimates of such work in accordance with established Company standards and practices. Computes clearance problems, and computes leg and footing extensions for towers. Provides staff assistance to other advanced work requiring specialized knowledge and experience. Directs the work of draftsmen in the preparation of railroad, highway and other permits. Trains new employees and employees in other departments and the Regions.

## B. REQUIREMENTS

Bachelor's degree in the field of Civil Engineering from a recognized college or the equivalent in education and experience. Must also have approximately two years of experience in transmission line structure work or equivalent.

### **SENIOR LAND DRAFTSMAN - 3030** (General Office)

## A. DUTIES

Under the supervision of an employee in a higher classification, makes all types of drawings or maps, or portions thereof, from preliminary layout sketches, notes, diagrams or other data, including the maps of other agencies. Reduces notes. Plots profiles. Uses tables and makes engineering calculations. Checks the work of other Senior Land Draftsmen or those in lower classifications.

## B. REQUIREMENTS

Not less than one year of college in civil engineering; or the equivalent in education and practical drafting experience. Demonstrated ability in the full application of drafting techniques and equipment.

### **LAND DRAFTSMAN - 3033** (General Office)

## A. DUTIES

Under the supervision or direction of an employee in a higher classification, makes all types of drawings or maps, or portions thereof, from preliminary layout sketches, notes, diagrams or other data, including the maps of other agencies. Reduces notes. Plots profiles. Uses tables and makes engineering calculations. May be required to check the work of others in the same or lower classifications. May be assigned work of a more difficult nature to provide training for advancement.

## B. REQUIREMENTS

Not less than two years education in surveying and mapping or the equivalent in education and practical experience.

### **JUNIOR LAND DRAFTSMAN - 3034** (General Office, Beginning Classification)

## A. DUTIES

Under direction, performs routine drafting or mapping work or clerical work associated therewith. Work, in general, is performed according to specific direction and established procedure. May be promoted to Land Draftsman upon completion of six months at the top wage rate of pay of this classification and when the requirements for Land Draftsman are met. (Amended 1/1/80)

## B. REQUIREMENTS

High School graduation with mechanical drawing background, or equivalent in education and experience with drafting aptitude.

### **GENERAL OFFICE**

### **MATERIAL INSPECTOR - 3160**

## GENERAL

## A. DUTIES

Under supervision, inspects equipment and material being manufactured for the Company to insure compliance with the Company's requirements. Also expedites manufacture and delivery. Verifies and/or witnesses tests and standards used by manufacturers for quality control and performance as required by the Company. As appropriate, may prescribe tests beyond those specified or beyond normal procedure to insure reliability and safety. Prepares reports covering inspections, progress of manufacture, and shipments. At request of the Engineering or other General Office department, may be required to inspect a manufacturing or fabricating plant to determine its qualifications as a potential Company Supplier and prepare a written report thereon.

## B. REQUIREMENTS

Two years of college in an appropriate field of engineering or the equivalent in education and experience, plus adequate knowledge of material and equipment and of testing and inspection procedures, manufacturing methods, and operating problems involved in equipment to be inspected. Also the ability to understand and interpret properly Company specifications and to communicate readily with others, both orally and in writing.

**ASSISTANT MATERIALS INSPECTOR - 3162**  
(Beginning Classification)

**A. DUTIES**

Under indirect supervision, conducts routine inspections of equipment and material manufactured for the Company to assure compliance with the Company's requirements. Witnesses tests performed by manufacturers and/or reviews test reports for compliance with specified standards. Receives assistance from and communicates with employees in higher classifications. Relieves employees in higher classifications of as much routine technical office work as possible and provides them with information and documents needed to perform inspections.

May be assigned work of a more difficult nature to provide training for advancement to Material Inspector.

**B. REQUIREMENTS**

High school graduation with some college training preferred or the equivalent in education and experience. Emphasis in education should be in technical subject. The ability to understand written technical standards and to communicate readily with others, both orally and in writing. In addition, the ability to maintain a satisfactory working relationship with manufacturer's personnel while enforcing the Company requirements.  
(Added L/A 1/9/75)

**ENGINEERING ASSISTANT**  
(Engineering Assistant I, Beginning Classification)

**A. DUTIES**

Under supervision, performs technical work in connection with the design, construction, maintenance, or operation of the Company's plant or functions related thereto as an assistant to an engineer or group of engineers. Typical assignments include chart making; preparing graphs, drawings, and sketches; obtaining and analyzing engineering data; making and checking mathematical computations; preparing and reviewing computer input and output; writing and revising computer programs; contract work and assisting in administrative work associated with the technical office activities.

**B. SUBCLASSIFICATIONS**

**SENIOR ENGINEERING ASSISTANT - 2916**

Performs full range of high level duties as assigned. Most assignments are at an advanced level of knowledge and application. Normally is required to provide guidance to employees in lower classifications. Significant independent action required.

**ENGINEERING ASSISTANT II - 2917**

Performs full range of advance duties under guidance. Many assignments are at an advanced level of knowledge design, construction, maintenance, or operation of the Company's plant.

### **ENGINEERING ASSISTANT I - 2918**

Performs routine work under direction.

#### **C. REQUIREMENTS**

Two years technical college training or equivalent.

### **DESIGN DRAFTING DEPARTMENT**

#### **SENIOR DESIGN ENGINEER - 2980**

##### **A. DUTIES**

Under supervision, performs work required of a Design Engineer and, in addition, performs advanced work requiring specialized knowledge and experience and directs the work of other employees performing design work for a job, project, or portions thereof. Checks for general and overall coordination of the various branches of the work involved. (Amended 1/1/83)

##### **B. REQUIREMENTS**

Bachelor's degree in the appropriate field of engineering from a recognized college or Company experience and supplemental education which demonstrate the ability to perform the duties in the field of engineering in which the classification is utilized. The successful completion of the Engineer in Training Examination of the California Board of Civil and Professional Engineers will also be taken into account when promotions to this classification are being considered. Must have extensive experience in design work or the equivalent in experience and ability.

### **DESIGN ENGINEER - 2983**

##### **A. DUTIES**

Under supervision and with latitude for independent action or decision, performs responsible engineering work on a professional level in design of engineering jobs, projects, or parts thereof. Prepares designs, calculations, drawings, layouts and/or studies from field inspections, preliminary sketches, rough diagrams, specifications, and/or instructions requiring knowledge of engineering practices and shop and field procedures. Checks drawings, designs, or other work. As requested by his/her supervisor or assigned Senior Design Engineer, coordinates and directs the work of employees in lower classifications and provides guidance for training, orientation, or familiarization purposes to associates engaged in allied work. (Amended 1/1/83)

##### **B. REQUIREMENTS**

A bachelor's degree in the appropriate field of engineering from a recognized college or its equivalent in education and experience. Equivalency may include education and design drafting experience totaling six years, or education and experience totaling four years including two years at PG&E as a Design Drafter or Senior Design Drafter. Must have a working knowledge of material and equipment including commonly used national specifications and standards, building, or other appropriate codes and fundamental engineering principles and techniques. (Amended 1/1/91)



## **SR. FIELD DESIGN ENGINEER - 3095**

### **A. DUTIES**

Under supervision, performs work required of a Design Engineer and, in addition, performs advance work requiring specialized knowledge and experience and directs the work of other employees performing design work for a job, project, or portions thereof. Checks for general and overall coordination of the various branches of the work involved.

### **B. REQUIREMENTS**

Bachelor's degree in the appropriate field of engineering from a recognized college or Company experience and supplemental education which demonstrate the ability to perform the duties in the field of engineering in which the classification is utilized. The successful completion of the Engineer in Training Examination of the California Board of Civil and Professional Engineers will also be taken into account when promotions to this classification are being considered. Must have extensive experience in design work or the equivalent in experience and ability.

Capable of qualification to specific work location requirements, including Radiation Controlled Area access, as appropriate.

## **FIELD DESIGN ENGINEER - 3094** (Beginning classification)

### **A. DUTIES**

Under supervision and with latitude for independent action or decision, performs responsible engineering work on a professional level in design of engineering jobs, projects, or parts thereof. Prepares designs, calculations, drawings, layouts and/or studies from field inspections, preliminary sketches, rough diagrams, specifications, engineering analysis and/or instructions requiring knowledge of engineering practices and shop and field procedures. Checks drawings, designs, or other work. As requested by his/her supervisor or assigned Sr. Design Engineer, coordinates and directs the work of employees in lower classifications and provides guidance for training, orientation, or familiarization purposes to associates engaged in allied work (Amended 1/1/83).

### **B. REQUIREMENTS**

A bachelor's degree in the appropriate field of engineering from a recognized college or its equivalent in education and experience. Such experience may include two or more years in drafting and at a level equivalent to that of a Design Drafter. Must have a working knowledge of material and equipment including commonly used national specifications and standards, building, or other appropriate codes and fundamental engineering principles and techniques.

Capable of qualification to specific work location requirements, including Radiation Controlled Area access, as appropriate.

**SENIOR DESIGN DRAFTER - 3000**  
- 3037

**A. DUTIES**

Under supervision, makes all types of drawings or maps or portions thereof from preliminary layout sketches, notes, diagrams, or other data including the maps of other agencies. May be required to prepare details and studies requiring application of limited engineering knowledge. May be required to use tables and make engineering calculations. Is responsible for the development of his/her drawings in conjunction with the work of others and directs the work of other drafters.

**B. REQUIREMENTS**

Two or more years of college in the appropriate engineering field or the equivalent in education and practical drafting experience. Must be familiar with construction materials and their use and modern methods of construction or fabrication.

**DESIGN DRAFTER - 3003**  
- 3038

**A. DUTIES**

Under supervision, performs general drafting or mapping work of a moderately difficult nature frequently requiring a search for data and coordination of information. Frequently works from design studies, sketches, computations, or other data of moderate complexity prepared by an employee of higher classification. May be required to do computing work involving a limited knowledge of engineering formula.

**B. REQUIREMENTS**

Not less than one year of college in the appropriate engineering field or high school graduation with the equivalent experience or training in drafting.

**(Beginning Classification) DRAFTER - 3004**  
- 3039

**A. DUTIES**

Under direction, performs duties substantially identical to those of a Design Drafter as training for advancement to such position.

**B. REQUIREMENTS**

Two years of drafting training in high school and junior college or the equivalent in education and experience with a demonstrated drafting aptitude.

**C. PROGRESSION**

A Drafter will be progressed to Design Drafter when he/she

- (1) has demonstrated his/her ability to function as a fully qualified Design Drafter, and

(2) Has attained a wage rate that is 95 percent or more of the beginning rate of Design Drafter or has been at the top rate of the Drafter wage range for a period of six months. (Amended 1/1/76)

#### **SR. FIELD DRAFTER - 3021**

##### **A. DUTIES**

Under supervision, performs drafting and inspection activities required to support engineering and job site construction by: preparing construction and fabrication drawings from approved design drawings and other design documents; providing feasibility sketches for new or modified installations to designers and engineers based on installed plant conditions; drafting (including CAD) drawings, forms, maps, and lists based on approved details provided by designers and engineers; providing sketches of details not included on existing drawings to accurately reflect as-installed field conditions, by inspection; providing guidance to other individuals to facilitate inspection of installed and proposed installations. May direct the work of other drafters.

May be required to perform other routine drafting work in field engineering office, including but not limited to: verify the drafting work is complete and in compliance with technical requests; perform computer searches.

##### **B. REQUIREMENTS**

High school graduation. Experience or supplemental training which establishes the ability to perform the duties of the classification. Supplemental training in drafting procedures and methods desirable.

Capable of qualification to specific work location requirements, including Radiation Controlled Area access, as appropriate.

Has ability to provide an interface with Engineers, Field Design Engineers, and Field Engineers to define requirements for drawings, other documents, and data that accurately reflect field conditions and meet established criteria.

Exercises independent action within the framework of the supervisor's instruction.

Must have skill in leading the technical work of less experienced drafters.

#### **FIELD DRAFTER - 3024**

Beginner's classification

##### **A. DUTIES**

Under supervision, performs routine drafting and inspection activities required to support engineering and job site construction by: preparing construction and fabrication drawings from approved design drawings and other design documents; providing feasibility sketches of new or modified installations to designers and engineers based on installed plant conditions; drafting (including CAD) drawings, forms, maps, and lists based on approved details provided by designers and engineers; providing sketches of details not included on existing drawings to accurately reflect as-installed field conditions, by inspection; providing guidance to other individuals to facilitate inspections of installed and proposed installations.

May be required to perform other routine drafting work in field engineering office.

## **B. REQUIREMENTS**

High school graduation. Experience or supplemental training in drafting which establishes ability to perform duties of the classification.

Capable of qualification, for appropriate instruction and training associated with assigned tasks, for specific work location, including Radiation Controlled Area access, as appropriate.

### **TECHNICAL AND ECOLOGICAL SERVICES AND RESEARCH AND DEVELOPMENT**

#### **SENIOR ENGINEERING TECHNICIAN - 3250**

## **A. DUTIES**

Under the supervision of an employee in a higher classification, performs complex laboratory and field assignments involving responsibility for planning and conducting a complete project of relatively limited scope or a portion of a large and more diverse project. May coordinate portions of overall assignments, direct, review, analyze, and integrate the technical work of others. Will be required to assist or perform laboratory and field tests, repairs, calibrations, and investigations of a difficult nature on a wide variety of materials and equipment and prepare reports thereon. May be required to perform tests in the field without direct supervision, including dielectric testing, and may provide project supervision over other personnel.

Performs the work of an Engineering Technician II and other related work duties as required.

## **B. REQUIREMENTS**

An AA degree or equivalent education in the appropriate field of technology. The successful completion of the Certified Engineering Technician examination, or the successful completion of an agreed to examination offered under the guidelines of a nationally recognized engineering or scientific society will satisfy the requirements of equivalent education. The qualifications of an Engineering Technician II with five or more years experience including at least two years in the classification of Engineering Technician II and the demonstrated ability to perform work of a difficult nature as evidenced by the quality and quantity of work as an Engineering Technician I and II with emphasis on laboratory procedures, techniques, equipment, and materials involved. (Amended 1/1/91)

## **C. APPLICATION**

Progression to this classification requires satisfactory work performance and six months at the top of Engineering Technician II. (Amended 1/1/80)

## **ENGINEERING TECHNICIAN II - 3253**

### **A. DUTIES**

Under the direction or supervision of an employee in a higher classification, performs all laboratory and field assignments, maintenance and repairs, calibrations, and investigations of a difficult nature on a wide variety of materials and equipment. Performs other investigative work as directed. Prepares reports on results of investigations. May be required to perform tests in the field, including dielectric testing, without direct supervision and may direct the work of other employees.

This is the fully experienced, skilled level of Engineering Technician.

### **B. REQUIREMENTS**

An AA degree in the appropriate field of technology and two to three years experience in the classification of Engineering Technician I or equivalent education and experience with emphasis on laboratory procedures, techniques, equipment, and materials involved.

### **C. APPLICATION**

Progression to this classification requires satisfactory work performance and six months at the top of Engineering Technician I.  
(Amended 1/1/80)

## **ENGINEERING TECHNICIAN I - 3254** (Beginning Classification)

### **A. DUTIES**

Under direction or supervision of an employee in a higher classification, performs laboratory and field assignments including dielectric testing, maintenance and repairs, calibration, and investigation on a wide variety of material and equipment. Catalogs and maintains instruments.

This is the entry-level position for engineering technical work. Work performed at this level will be assigned as required to prepare the employee for advancement to Engineering Technician II.

### **B. REQUIREMENTS**

An AA degree in the appropriate field of technology or its equivalent in education and experience with emphasis on the laboratory procedures, techniques, equipment, and materials involved.

## **ASSISTANT ENGINEER - 3049** (Present Incumbent Only)

### **A. DUTIES**

Under the supervision, performs professional engineering work of ordinary difficulty in connection with the design, construction, maintenance, or operation of the Company's plant. Assignments will require a knowledge of engineering theory and practice and the exercising of

independent judgment in their performance. May be required to direct the work of mapping and other engineering employees.

#### B. REQUIREMENTS

Bachelor's degree in the appropriate field of engineering from a recognized college or Company experience and supplemental education which demonstrate the ability to perform the duties of the classification. The successful completion of the Engineer in Training Examination of the California Board of Civil and Professional Engineers will also be taken into account when promotions to this classification are being considered.

### **TECHNICAL SPECIALIST**

(Technical Specialist I, Beginning Classification)

#### A. DUTIES

Under supervision or direction of an employee of a higher classification, performs technical work in the Research Center or in the field in connection with the design, construction, maintenance, or operation of the Company's plant or functions. Works directly with the professional staff as an assistant to an engineer/scientist or group of engineers/scientists.

Typical assignments may include drafting and technical illustration for technical publications; coordinating and performing audits and writing post-audit reports; writing, reviewing, and modifying procedures; contract work and liaison with suppliers; writing and revising computer programs and user documentation and instructing program users; indexing and retrieving documents for the Company's Records Management System; preparing and reviewing computer input and output; making and checking mathematical computation; obtaining and analyzing engineering data; chart making, preparing graphs, drawings, and sketches; writing reports; and assisting in administrative work associated with the technical office activities.

#### B. SUBCLASSIFICATIONS

### **SENIOR TECHNICAL SPECIALIST - 2919**

#### A. DUTIES

Performs full range of complex Research Center and field assignments involving responsibility for planning, coordinating, and conducting a complete assignment of relatively limited scope or a portion of a large and more diverse effort. Most assignments are at an advanced level of knowledge and application. May provide guidance and/or direct work of employees in lower classifications. Significant independent action required. May be required to work in the field without direct supervision. Performs the work of a Technical Specialist II and other related duties as required.

#### B. REQUIREMENTS

An AA degree or equivalent education in the appropriate technical field. The qualifications of a Technical Specialist II with five or more years experience including at least two years in the classification of Technical Specialist II and the demonstrated ability to perform work of a difficult nature as evidenced by the quality and quantity of work as a Technical Specialists I and II.

### C. FILLING VACANCIES

Operational needs will determine the number of Senior Technical Specialist positions. These positions will be filled in accordance with Title 21 of the Agreement.

### TECHNICAL SPECIALIST II - 2920

#### A. DUTIES

Performs full range of advanced duties under guidance. Many assignments are at an advanced level of knowledge and application. May provide guidance and/or assigns work to employees of lower classifications. May require independent action and/or may be required to work in the field without direct supervision. This is the fully experienced, skilled level of Technical Specialists.

#### B. REQUIREMENTS

An AA degree in the appropriate technical field and two or three years experience in the classification of Technical Specialist I or equivalent education and experience. Progression to this classification requires satisfactory work performance and six months at the top of Technical Specialist I.

### TECHNICAL SPECIALIST I - 2921 (Beginning Classification)

#### A. DUTIES

Performs routine work under direction or supervision of an employee in a higher classification. This is the entry level Technical Specialist classification. Work performed at this level will be assigned, as required, to prepare the employee for advancement to Technical Specialist II.

#### B. REQUIREMENTS

An AA degree in the appropriate technical field or its equivalent in education and experience. (Definitions for Technical Specialists added 1/1/83)

### TECHNOLOGIST - 3265

#### A. DUTIES

Under minimal supervision, perform engineering or scientific work in one or more of the specific assignment areas listed below. Work at this level requires the interpretation and application of engineering or scientific theory and practice, as well as the exercise of independent judgment. May perform field tests or inspections, provide staff training, make recommendations on matters within their area of expertise, prepare reports and direct the work of others. In addition, may be assigned to act as technical liaison on behalf of TES to other Company organizations. Also, can be assigned to work with outside companies in specified technical capacity.

(1) Design and prepare complex tests, plans and procedures.

(2) Design, fabricate, assemble, repair, calibrate, and/or operate complex equipment or systems requiring technical knowledge of each component in the operation of the total system.

(3) Develop complex computer hardware and/or software for scientific or engineering application.

(4) Plan, write and execute complex procedure qualifications, specify code related testing and evaluate test results.

#### **B. REQUIREMENTS**

An AA degree or equivalent education in the appropriate field of technology. The qualifications of a Senior Engineering Technician with ten or more years experience including at least three years in the classification of Engineering Technician II or above, and the demonstrated ability to perform work of a difficult nature as evidenced by the quality and quantity of work as a Senior Engineering Technician.

#### **C. FILLING VACANCIES**

*The filling of these vacancies will be by the consensus of a five member committee. The committee will be comprised of the following: Committee Chairman appointed by the TES Manager, member named by Chairman, member named by candidate, and member named by Committee Chairman, and ESC Steward. (Amended 1/01/00)*

Operational needs will determine the number of Technologist positions that will be created.

### **GAS SUPPLY**

#### **ASSOCIATE DISTRIBUTION ENGINEER**

- 3092 GAS

(See Division Gas Department)

#### **SENIOR ENGINEERING ESTIMATOR - 3140**

##### **A. DUTIES**

Under supervision, prepares cost estimates and plans for construction of, or improvement to, the department facilities. This work is normally of such a nature that it requires a practical knowledge of construction methods, Company standards, and rules and regulations rather than requiring advanced knowledge of engineering theory and calculation. (Amended 1/1/91)

Working from broad general assignments, gathers field and office information necessary to solve operating problems, and prepares plans for improvements to the Company's facilities. Makes analyses of problems and prepares layouts in accordance with the Company's standards. Prepares plans for installation of new facilities, rearrangements of existing facilities, and drawings of existing facilities.

Prepares estimates for work on department facilities and for the procurement of automotive and construction equipment where work involves the application of existing standards to complete final estimate. Obtains joint-pole agreements; initiates right-of-way procedures, applications for licenses, permits, etc.; may be required to investigate and prepare reports on third-party accidents.

Provides guidance to Engineering Estimators. Performs field surveying, miscellaneous field tests and office drafting work.



## B. REQUIREMENTS

The full qualification of an Engineering Estimator and the demonstrated ability to perform work of a difficult nature as evidenced by the quality and quantity of his/her work as an Engineering Estimator.

## C. APPLICATION

(1) Company does not intend to fill routine Estimator classifications in this line of progression. However, if a routine Estimator position (code 3143) is filled, Company and Union will meet to agree on the criteria for promotion. This may include completion of ETP, a promotion exam or some combination of both.

(2) All Senior Engineering Estimator vacancies will be held open for bidding, in accordance with Section 21.2. Of those jobs not filled under 21.2(a) or (b), every other one will be subject to the provisions of Subsection 21.2(d) before it may be downgraded to Engineering Estimator.

### **ENGINEERING ESTIMATOR - 3143** (Beginning Classification)

## A. DUTIES

Under supervision, prepares cost estimates and construction plans of a less difficult nature than work performed by a Senior Engineering Estimator.

Makes field sketches and prepares layouts for construction or additions or improvements to the department's facilities and drawings of existing facilities. Estimates labor and material costs, obtains joint-pole agreements; initiates right-of-way procedures, licenses, permits, etc.; and performs such other work as is required to prepare the estimate in final form.

May be required to prepare final sketch or layout and cost estimate of more complex jobs from field notes. May be required to investigate and prepare reports on third-party accidents.

May be assigned work of a more difficult nature to provide training for advancement to Senior Engineering Estimator.

## B. REQUIREMENTS

High school graduation with a working knowledge of the Company's construction standards and specifications and some operating knowledge and experience or two years of college-level education in engineering.

## C. APPLICATION

*Company does not intend to fill routine Estimator classifications in this line of progression. However, if a routine Estimator position (code 3143) is filled, Company and Union will meet to agree on the criteria for promotion. This may include completion of ETP, a promotion exam or some combination of both.*

## **CONSTRUCTION**

### **CONSTRUCTION PLANNER**

#### **A. DUTIES**

An employee who develops construction work packages which include all applicable State and Federal regulatory requirements, Technical Specifications, QA/QC requirements, ASME codes, IEEE and ANSI standards, NRC regulatory Guides, Plant Administrative procedures, Maintenance and Construction procedures, and other governing documents. Reviews Design Change Notices and develops material takeoffs. Performs job walk downs to identify potential construction interferences. Prepares preliminary job estimates, schedules, and constructability reviews. Initiates plant clearance requests. Performs field inspections and prepares construction progress reports. Initiates Action Requests or Quality Evaluations to identify problems. Develops as-built drawings and any required field changes. Performs final work package review and closure.

#### **B. REQUIREMENTS**

Associate of Arts or Science Degree in Engineering or a related field or equivalent experience. Three to eight years experience in power generation of which at least one year is in nuclear power. Must be ANS 3.1 and ANSI N45.2.6 Level II qualified.

#### **FIELD ENGINEER - 3100** (Beginning Classification)

#### **A. DUTIES**

A professional employee who contributes technical and engineering services to key General Office and field personnel on construction jobs. During initial assignments may be required to learn and perform all the duties of a Field Engineering Technician and Senior Field Engineering Technician. With experience, assignments will expand to require supervision of Inspectors, other Field Engineers, Field Engineering Technicians, Senior Field Engineering Technicians, and other similar field personnel. May direct the activities of certain employees or crews on job assignments requiring engineering expertise; inspect and monitor the work of contractors to assure compliance with specifications and plans; audit work under construction for current construction standards, rules, and regulations. Recommend and approve changes in construction drawings or specifications; coordinate engineering work between operating Divisions and General Construction; solve simple and complex engineering problems; make engineering studies and analysis; layout construction plans; do scheduling, budgeting, and forecasting. May be required to perform duties as an assistant supervisor when size of project requires.

#### **B. REQUIREMENTS**

Bachelor's degree in engineering or construction disciplines from a recognized college or experience and supplemental education described in RC 546 which establishes the ability to perform the duties of the classification. Passing the California EIT examination and achievement of professional registration will be given special consideration for promotion to or advancement in classification. (Classification added 1/1/80)

## SENIOR FIELD ENGINEERING TECHNICIAN - 3117

### A. DUTIES

An employee who performs the duties of a Field Engineering Technician may be required to perform such additional duties as training and directing the work of a Field Engineering Technician in the performance of their duties; assisting the General Foreman or Area Foreman in coordinating and scheduling work assignments; maintain liaison with divisions and outside organizations; prepare weekly cost, manpower, and progress reports; use mechanical and electrical survey and testing equipment to carry out assignments; calculation, analysis, and performance of simple engineering problems and related technical duties to assist Field Engineers.

Employee may also assist in planning, scheduling and cost-control activities; operates, maintains and assists in developing construction schedules, cost control and reporting systems; performs data indexing and coding activities and evaluates results to assure that input information is accurate; assists in presenting schedule and cost information and recommends corrective actions to engineering and management personnel at meetings; reviews and evaluates changes in construction schedule and related cost information. (Amended 1/1/91)

### B. REQUIREMENTS

High school graduate. Experience and supplemental education which establishes the abilities to perform the duties of the classification. A minimum of 24 months in the Field Engineering Technician classification and not less than 6 months at the top of the rate. (See L.O.A. 91-10)

In an agreed upon testing procedure, must successfully pass a Company examination demonstrating the ability to perform the duties of a Senior Field Engineering Technician. (Amended 1/1/91)

### C. APPLICATION

(1) The examination for Senior Field Engineering Technician will be given the fourth week in March and the last week in September. (Amended 1/1/00)

(2) Progression to the classification of Senior Field Engineering Technician will occur when the employee

- (a) has met the above appropriate examination requirement, and
- (b) has met other requirements of the higher classification, and
- (c) has completed six months at the top wage rate and 24 months in the FET on a regular basis or has completed at least 30 months in the FET classification on a regular basis.

Such progression shall be effective on the first day of the month following completion of these requirements.

**FIELD ENGINEERING TECHNICIAN - 3118**  
(Beginning Classification)

**A. DUTIES**

An employee who performs technical work associated with construction activities such as cost estimating, simple drafting, and field measurements; locating and marking underground facilities, layout of foundation and excavation sites; preparation and correction of field drawings; ordering and receiving material; initiation of right-of-way acquisition, licenses, and permits; assisting Senior Field Engineering Technicians and Field Engineers; preparing construction notes; inspection and performance of other related duties.

Under the supervision of an employee in a higher classification, may assist in planning, scheduling and cost-control activities, such as operation and maintenance of scheduling, cost-control and reporting systems, performs schedule and cost data indexing and coding activities, verifies schedule and cost-input information; utilizes the computer to edit schedule and cost information; checks and corrects completed schedule and cost reports prepares and distributes reports as necessary. Maintains schedule and cost control files. (Amended 1/1/91)

**B. REQUIREMENTS**

High school graduate. Experience and supplemental education which establishes the abilities to perform the duties of the classification. (Amended 1/1/80)

**SENIOR TRANSITMAN - 3270**

**A. DUTIES**

Under the supervision of an employee in a higher classification, performs the same duties as Transitman except with higher proficiency. May be placed in charge of a survey party.

**B. REQUIREMENTS**

High school graduation. Experience which establishes the ability to perform the duties of the classification. Supplemental training in advanced surveying techniques is desirable.

**TRANSITMAN - 3273**  
(Beginning Classification)

**A. DUTIES**

Under direction, performs field work involving the use of transits, levels, and other surveying instruments and equipment including their adjustment; keeps legible and accurate field notes; computes, compiles, and plots field data; interprets simple plans and specifications; and stakes out the work. Individually or with assistance, makes observations and gathers and records data for engineering reports. May be required to assist in inspection of contract work, preparation of estimates, taking off quantities from drawings, and performing other similar duties.

## B. REQUIREMENTS

High school graduation. Experience or supplemental training which establishes the ability to perform the duties of the classification.

### SENIOR FIELD DRAFTSMAN - 3020

## A. DUTIES

Under the supervision of an employee in a higher classification, performs mapping and drafting requiring some design ability and ingenuity, the computation of field notes and coordinates, makes field changes to show actual construction on existing drawings, and makes field drawings showing construction work done and not otherwise recorded. Performs other miscellaneous work in field engineering offices.

## B. REQUIREMENTS

High school graduation. Experience or supplemental training which establishes the ability to perform the duties of the classification. Supplemental training in drafting procedures and methods is desirable.

### FIELD DRAFTSMAN - 3023 (Beginning Classification)

## A. DUTIES

Under the supervision of an employee in a higher classification, does tracing, simple mapping, and drafting work with no design ability required. Computes quantities and makes takeoff of materials from drawings. Computes and plots field notes of simple nature and assists in indicating field changes on existing drawings to show actual construction. May be required to perform routine engineering work in field engineering offices.

## B. REQUIREMENTS

High school graduation. Experience or supplemental training in drafting which establishes ability to perform duties of the classification.

### MATERIALS DEPARTMENT

### SENIOR INSTRUMENT TECHNICIAN (PIO) - 3239

## A. DUTIES

Under the supervision of an employee in a higher classification, directs the work of the Instrument Technicians within the instrument repair shop. Performs the work of an Instrument Technician and must be familiar with the Company's inspection and safety standards, accounting procedures, and other applicable rules and procedures.

## B. REQUIREMENTS

An AA degree or equivalent in the field of instrument repair and calibration and the qualifications of an Instrument Technician.  
(Amended 1/1/80)

### **SENIOR INSULATION TESTER - 3255**

#### **A. DUTIES**

Under the supervision of an employee in a higher classification, directs the work of Insulation Testers within the insulation testing lab. Performs the work of an Insulation Tester. Must be familiar with the Company's inspection and safety standards, accounting procedures, and other applicable rules and procedures.

#### **B. REQUIREMENTS**

Prior experience as an Insulation Tester. Must be completely familiar with the operation of all test equipment in the rubber testing facility. Electric background in AC and DC. (Added 1/1/80)

### **INSULATION TESTER - 3256** (Beginning Classification)

#### **A. DUTIES**

Under the direction of a Senior Insulation Tester inspects and tests Lineman protective equipment. Equipment shall include, but not be limited to blankets, gloves, hoods, jumpers and hoses. (Added 1/1/80)

## EXHIBIT E

### EDUCATIONAL ASSISTANCE

The Company shall provide a program of partial reimbursement for tuition and required textbooks as follows:

#### ELIGIBILITY

- A. Any regular full-time employee on the active payroll of the Company is eligible to participate in the plan.
- B. Only courses taken at a Western College Association accredited college or university through its regular program of instruction; its correspondence program, its extension division; or its evening division; or at a national Home Study Council accredited correspondence school; or schools selected by the Company are acceptable for refund. Approved courses are those that add to effectiveness in the job or to acquire qualifications for positions to which the employee could reasonably expect to advance. (Amended 1/1/94)
- C. The employee must earn a grade of "C" (or equivalent) or better in each course to qualify for a tuition refund.
- D. An employee eligible for educational aid through federal and state educational programs or veterans' benefits is not eligible for refund from the Company for tuition or fees for the same course of instruction.
- E. Attendance at these courses shall not interfere with the regular working hours of the employee.

#### PROCEDURE

An employee who desires to receive such tuition refund shall, prior to his enrollment in a course of study, submit in writing through his supervisor to his local Human Resources Department for approval and details of the course for which this refund will be sought. The employee, at this time, must state that he is not eligible for educational aid through federal or state educational programs or for veterans' educational benefits.

Employees should submit this request for approval at least 30 days prior to the enrollment date to allow ample time for processing.

Within 30 days after completion of the approved course, the employee shall submit the following in triplicate to his local Human Resources Manager or Representative:

- (A) copies of his certificate of completion with a grade of "C" (or equivalent) or better, in each course.
- (B) copies of his receipt indicating monies paid for the above courses and textbooks. (Amended 1/1/88)
- (C) other materials as requested in the case of home-study courses.

## REFUNDS

After successful completion of an approved course of study, a refund of 100 percent of the direct costs will be made. Direct costs apply only to registration fees, tuition, required textbooks, laboratory fees, and other charges made by the institution. Costs of materials and equipment purchased separately by the employee are not covered. (Amended 1/1/94)

(A) Refunds will be made only for those approved courses begun on or after January 1, 1967.

(B) Refunds will be made only for courses in which regular employees enrolled after completion of six months or more of continuous service and are employed by the Company on the completion date of the course.

(C) The refund is limited to \$5250 for Engineering Computer Sciences, Environmental Sciences, and Business courses or degree programs. English as a Second Language courses, and foreign language courses reflective of our customer base; or \$3000 for all other job or career-related courses or degree programs. (Added 1/1/94)

(D) Refunds exceeding \$5250 per calendar year to any one employee will not be allowed except under unusual circumstances. Requests for refunds in excess of \$5250 in any one year will be considered only if (Amended 1/1/94)

(1) the course or courses are of a special nature, and

(2) such course or courses are not available elsewhere, and it is unlikely that such courses will be repeated in the foreseeable future. (Amended 1/1/88)



**EXHIBIT F**

**93-8-ESC**

(Amended 1/1/00)

June 1, 1993

Engineers and Scientists of  
California, MEBA  
1182 Market Street, Suite 204  
San Francisco, CA 94102

Attention: Mr. Ben Hudnall, Business Manager

Gentlemen:

This letter cancels and supersedes our letter dated August 17, 1981, on the same subject.

ESC Review Committee File Nos. 45, 46, 47, 48, and 49 were submitted to arbitration (Arbitration Case No. 4) pursuant to a Submission Agreement signed by the parties on December 12, 1972. The submission Agreement in Item 4 provides that the parties may at any time agree to resolve the issue and withdraw it from arbitration. As a means of accomplishing this, we propose the following understanding:

1. The Company does not intend that authorized Division Engineering Estimator classifications be replaced by *General Construction* Field Engineers, Field Engineering Technicians, or Senior Field Engineering Technicians, nor that such field engineering personnel be utilized for the purpose of precluding the ultimate authorization of additional regular Estimator classification.

The assignment of such personnel to a location where a Gas or Electric ADE works for the purposes set forth hereafter in Item 2 of this Agreement for more than a cumulative total of 18 months in a 24-month consecutive period shall be presumed to be " ... for the purpose of precluding the authorization of additional regular Estimator classifications ..." in that location and line of progression.

2. *General Construction* employees classified as Field Engineering Technician, Senior Field Engineering Technician and, when operational needs are demonstrated, Field Engineer may be assigned to work under the direct supervision of Division personnel provided, however, that such assignment shall be restricted to a period not to exceed 9 months except for an additional period of time required to complete his present work assignment not to exceed 30 days.
3. The parties recognize that special or emergency circumstances may arise which, though temporary in nature, may require assignments exceeding the time limitations set forth in Items 1 and 2 above. Should such circumstances arise, time limitations will not be extended without prior discussion between Company and Union.
4. Upon completion of such an assignment to a Division, *General Construction* field engineering personnel described above shall be given a performance review by Division supervision, a copy of this review shall be forwarded to *General Construction* supervision for inclusion in the employee's personnel record.

5. The Company will provide training as appropriate to those employees in *General Construction* performing estimating services, and rotate such employees between estimating and other Field Engineering Technician assignments with the intent to provide the requisite experience for progression to the Senior Field Engineering Technician classification. Once an employee has progressed to Senior Field Engineering Technician such rotations need not be effected.
6. *General Construction* employees classified as Field Engineer, Field Engineering Technician, and Senior Field Engineering Technician who have completed six months estimating as defined in Item 2 above, *after appointment to the Engineering Estimator classification, shall be entitled to accelerate through the Estimator Training Program at 4.5 months per module. Additionally, Field Engineering Technicians will be credited with having completed module one. Field Engineers and Senior Field Engineering Technicians will receive credit for having completed the first two ETP modules.*
7. After appointment to a Senior Engineering Estimator classification, such employee's time spent in the classifications of Field Engineer, Field Engineering Technician, or Senior Field Engineering Technician, while on loan to a Division, or while preparing estimates charged to a Division (to the extent that it can be reasonably ascertained at the time), shall be considered as Engineering Estimator or Senior Engineering Estimator time for purposes of wage progression (Title 15), promotions (Title 21), and demotion and layoff (Title 22).
8. Pre-bids to Senior Engineering Estimator vacancies submitted by Field Engineering Technicians will be entitled to consideration under the provisions of Subsection 21.2(e) of the Agreement, provided such employee has previously met the requirements for progression to Senior Engineering Estimator.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By /s/ Ronald L. Bailey  
Mgr of Industrial Relations

The Union is in accord with the foregoing and it agrees thereto as of the date hereof.

ENGINEERS AND SCIENTISTS OF CALIFORNIA,  
MEBA

August 11, 1993

By /s/ Ben Hudnall  
Business Manager

## EXHIBIT G

### DISTRIBUTION CONSTRUCTION PER DIEM GEOGRAPHIC AREAS

- 1) North Coast and North Bay Division
- 2) North Valley, Sierra and Sacramento Divisions
- 3) Diablo, Mission and East Bay Divisions
- 4) San Francisco and Peninsula Divisions
- 5) San Jose, Central Coast, De Anza and Los Padres Divisions
- 6) Stockton, Yosemite, Fresno and Kern Divisions

(Amended 1/1/00)

### CONSTRUCTION PER DIEM CLARIFICATION

1. Company may establish a purchase order with one or more motels in an area. An employee may elect to lodge where such a purchase order has been established, in which event the cost shall be paid by Company without the employee having to submit an Expense Reimbursement form. If the employee elects to utilize other facilities, he/she may pay the associated cost and submit an Expense Reimbursement form *or use a Company credit card*. The cost of such other facility shall be reasonable. The determination of the reasonableness of the cost of such facility shall be subject to review in a manner agreeable to Company and Union. If agreement cannot be reached on the acceptability of the cost of the facility, Union may address the issue in the grievance procedure.

2. Facilities at which Company establishes a purchase order shall be of reasonable quality. The determination of the reasonableness of the facility shall be subject to review in a manner agreeable to Company and Union. If agreement cannot be reached on the acceptability of a facility, Union may address the issue in the grievance procedure.

As a future date, Company and Union may adopt some method of identifying acceptable facilities, such as the California Automobile Association rating system or the Best Western rating system.

3. Motels at which Company established a purchase order shall be located not more than five (5) road miles and/or fifteen (15) minutes travel time from the employees regular headquarters; if such headquarters is located in an incorporated area. If the headquarters is in an unincorporated area, both board and lodging facilities must be located not more than 15 road miles of the headquarters provided that such board and lodging are within two road miles of each other. See note (4) below for an exception to this provision.

4. In the city/county of San Francisco, motels at which Company established a purchase order shall be located not more than fifteen (15) road miles and/or thirty (30) minutes travel time

from the employees headquarters. Further, such facilities shall not be located in a city or town that requires crossing a toll bridge to reach. (Cannot cross Bay Bridge, Golden Gate Bridge, San Mateo Bridge, etc.)

5. Motels at which Company establishes a purchase order shall provide, at minimum, the following conveniences:

- a) In-room telephone (does not include charges associated with use of the in-room phone).
- b) Cable television (does not include charges for use of pay-per-view channels).

6. Company cannot require two or more employees to share a facility. However, two or more employees may elect to share a facility. In the event two or more employees elect to share a facility, and all do not incur an expense, it is understood that only those who incur an expense are entitled to a reimbursement.

7. Employees who elect to utilize a travel trailer or motor home for lodging may do so. In such cases, employees may utilize the services of a campground or similar facility in the vicinity of the job headquarters. Company may establish purchase orders at such facilities in the same manner as described above for motels. In the event no purchase order is established at the facility selected by the employee, such employee will be required to submit receipts on an Expense Reimbursement form. Employees who utilize such facilities shall be entitled to the same conveniences as are provided to employees electing to utilize a motel (such as electric, water, telephone, cable television hookup, etc.).

8. Where it is reasonably possible to do so, and where the associated costs would be the same or less as for a motel, an employee (or several employees) may elect to rent an apartment on a month-to-month basis. Agreement with local management must be reached on a case-by-case basis, however, prior to such rental. There must be a reasonable expectation that the involved employee(s) will remain at the headquarters for a period of time sufficient to make such rental economically feasible.

9. An employee entitled to receive per diem based on Zone 5 need not either commute on consecutive days or stay over night on consecutive days. Such employee may elect to commute on one or more days during a work week or may elect to stay over night on one or more nights during a workweek.

10. An employee entitled to receive per diem based on Zone 5 is entitled to lodging during a work week the same number of times as the number of work days and non-work days worked during the work week. The nights of lodging are not required to be on the same days as the worked days and non-work days. For example, an employee who works a regular 4-day/10-hour Monday through Thursday schedule may elect to receive lodging reimbursement for Sunday-Monday-Tuesday-Wednesday nights or for Monday-Tuesday-Wednesday-Thursday nights. If such employee was required to work overtime on Sunday in this example, such employee may elect to receive lodging reimbursement for Saturday through Wednesday nights or for Sunday through Thursday nights. If such employee were required to work overtime on Friday in this example, such employee may elect to receive lodging reimbursement for Sunday through Thursday nights or for Monday through Friday nights.

**EXHIBIT H**

**94-13-ESC**

March 14, 1994

Engineers and Scientists of California, MEBA (AFL-CIO)  
1182 Market Street, Suite 204  
San Francisco, CA 94102

Attention: Mr. Ben Hudnall, Business Manager

Gentlepersons:

Pursuant to Letter Agreement 93-27 and in accordance with Section 26.1 of the Agreement between the Company and ESC, the parties propose as a result of negotiations the following:

1. Company agrees to the establishment of a monthly Labor Management Committee whose goals will include free and open communication, mutual respect for the legitimate needs of the respective parties, informal problem solving, and the promotion of harmony and efficiency to the end that the Company, the Union and the general public may benefit.
2. Voluntary Severance offer to all Design and Drafting classifications (including EA positions) capped at 16. Cap does not include any employees who elect layoff rather than displacement to the field. No layoffs through September 30, 1994. This no-layoff policy does not include those employees who elect severance rather than relocate to field positions.
3. Company agrees to redeployment as follows:
  - A. Redeployment within the General Office complex will follow the principles of Section 22.9 of the Agreement in so far as possible considering the Company's operational requirements regarding the Engineering disciplines needed for particular work groups.
  - B. If redeployment of personnel from the San Francisco General Office Complex to remote locations is necessary, employees who are displaced, pursuant to the provisions of Section 22.9, may elect layoffs with severance as an alternative to relocation.
  - C. Telecommunications decentralization begins immediately upon execution of a separate Letter of Agreement whose outline is attached as Exhibit 2.
4. Company and Union agree to cooperate in an effort to accomplish Engineering and Drafting work, utilizing PG&E personnel to the fullest extent feasible within operational constraints. The mutual goal will be to contract out work to accommodate peak work loads that can't be accomplished by existing staff at the time the contract is let, for specific expertise not available in house, to meet unanticipated time constraints set by clients, or if it is more cost effective. The parties agree that contracting will not be used for the purpose of dispensing with the services of PG&E employees.
  - A. Exhibit 1 is Company's proposal for the Building and Site Unit formerly a part of ENCON Business Unit and currently residing in the General Services Organization.

- B. The parties agree to jointly develop a methodology for accurately calculating the comparative costs of completing projects in house vs. the utilization of contractors. Further, this joint ad hoc committee will review, and negotiate a clarification of the language set forth in paragraph 12.a of the 1987 cover letter to the Agreement. Further, the Company agrees to utilize the procedures set forth in LOA 93-7 with regard to the contracting of work.
5. Company and Union agree that training and maximum utilization of employee skills optimize productivity and performance. Company proposes to delineate the desired qualifications including demonstrated skills or education requirements for classifications and to provide training where it is needed. Union in turn recognizes that training is mandatory and employees must be willing and able to adapt to the new technologies and methods of doing work. Both parties agree that the employee has a role in assuming responsibility for his/her development. Company recognizes that different employees learn at different speeds, and the importance of creating an environment that is encouraging and conducive to learning.
6. PG&E Management and ESC are committed to efficiency, timeliness and quality in the work place. These goals are furthered by utilizing each worker to the maximum of his/her current abilities and making work assignments that promote growth of those abilities.

Current rigid jurisdictional guidelines are often impediments to the above stated goal. Therefore, for a six month pilot period, the parties shall institute the following system to promote mutual trust and cooperation in the achievement of the above stated goal. At the end of the pilot period, the system will be evaluated for possible improvements or may be abandoned if either party is dissatisfied.

- A. If a bargaining unit employee is assigned exempt duties in accordance with the above goals, the Union will neither claim jurisdiction to the assigned work, nor will the Union demand upgrade pay for Senior Design Engineers. Company agrees to pay Design Engineers performing exempt functions upgrade pay to Sr. Design Engineer. Assignment of exempt job functions to particular employees shall be at Management's discretion, but will be voluntary. Employees performing such duties will not be subject to discipline during the pilot for work beyond their job description. Work experience gained during the pilot will not be cited as qualifications for promotion within the bargaining Unit.
- B. The parties agree that the most efficient procedures may occasionally require performance of a minor amount of bargaining unit work to exempt engineers. If a dispute arises over the question of exempt employees doing bargaining unit work, the issue will first be raised at a monthly Labor Management Meeting. The purpose of discussion will be to resolve the problem in light of the above stated goal. Once the issue is resolved to the satisfaction of both parties, it will no longer be subject to the grievance procedure. It is anticipated that the vast majority of issues raised will be resolved in Labor Management.
7. The Ad Hoc Committee and its sub-committees will continue to work toward finding mutual solutions to identified problems, and to propose methods for accomplishing the goals set forth in Letter of Agreement 93-27. Any ad hoc committees established as a result of these negotiations will within their charters set completion target dates.
- A. The Ad Hoc Committee or its subcommittee will consider classification issues, including the appropriate staffing levels for lead positions.
- B. The Ad Hoc Committee or its sub-committee will review the disciplines and procedures set forth in Exhibit L with the goal of revising this section to address the new operational and organizational structure of PG&E.

- C. The Ad Hoc Committee or its sub-committee will jointly develop performance criteria which will include evaluation procedures and the consideration of performance based progression systems.

If you are in accord with the foregoing and attachments and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By /s/ Sandy Edens  
Director and Sr Negotiator

The Union is in accord with the foregoing and attachments and it agrees thereto as of the date hereof.

ENGINEERS AND SCIENTISTS OF CALIFORNIA,  
MEBA

March 14, 1994

By /s/ Ben Hudnall  
Business Manager

EXHIBIT 1

1. The BSEC Design Unit will retain all Design and Drafting employees remaining after VSI is completed, with the exception that one of the three Civil Design Engineers will be reassigned to the Transmission Group.
- 2a. PRIMARY FUNCTION--The Design Unit will specialize in building interior architectural work, including new and existing space planning and programming, interior HVAC, plumbing, power and lighting design, and interior renovation work.
- 2b. SECONDARY FUNCTION--The Design Unit will also perform other work for which its employees are qualified, including Green Lights program electrical and lighting design, Americans with Disabilities Act modifications, underground tank and wash rack mechanical design, and landscaping renovations and maintenance design and planning and civil site maintenance. Work assignments outside the scope of Paragraph 2a will be performed subject to the availability of qualified employees.
- 2c. Tasks performed by Bargaining Unit employees in this unit include: client contact, defining scopes of work, preparing and issuing proposals, preparing cost estimates, preparing construction documents, conducting field inspection, preparing preliminary sketches and layout, preparing design criteria, performing design, preparing drawings, preparing calculations, approving and stamping designs/drawings, preparing procedure documents, checking shop drawings, responding to field questions, preparing as-built drawings, obtaining permits, recording drawings, performing technical review of submittals, and providing field and construction support. The performance of management duties will not be voluntary in this group. Company recognizes that it is advantageous to both parties to have only those employees with the most capabilities perform such duties. In the event it is necessary to fill a vacancy in a Senior position, Company and Union will meet to mutually determine if a license should be a mandatory requirement for that vacancy.
- 2d. Senior Design Engineers performing previously exempt duties will not receive upgrade pay. Company agrees to pay Design Engineers performing previously exempt functions upgrade pay to Senior Design Engineer. Management retains jurisdiction over all exempt duties assigned to the Bargaining Unit and can at any time elect to no longer have those duties performed by the Bargaining Unit. The Union agrees that exempt duties performed as a result of this Agreement will not be used as a precedent for expanding Bargaining Unit jurisdiction in the future. In the event management elects to no longer have exempt duties performed by the Bargaining Unit, this work reduction will not be used as a basis to declare lack of work.



- 3a. Bargaining Unit employees will have full responsibility for all jobs assigned. Job assignments will come from Project Managers and the Design Unit Supervisor. Senior Design Engineers will perform professional engineering and architectural work and direct the work of others. The performance of exempt duties for Design Engineers will be done as needed and assigned by the Senior Design Engineers. Assignment of these duties must be for the substantial portion of a day before upgrade pay is required. The Design Unit Supervisor maintains final authority over the assignment of exempt duties. The Design Unit Supervisor will coordinate the scheduling of jobs, facilitate communications between the Project Managers and the Design Unit, and perform administrative functions.
- 3b. Because a collaborative relationship between the Design Unit Supervisor and Bargaining Unit employees is critical to the success of this innovative approach, Union will appoint 3-5 members from the Design Unit to represent Bargaining Unit employees and assist the Design Unit Supervisor in coordinating the work of the unit. Union will also be given an avenue to provide input in the selection of a Design Unit Supervisor with management retaining all rights to selection.
- 4a. The long range success of this group will depend on its ability to complete projects on time with high technical quality at a competitive price. To assure this outcome the transition to self-direction must be well-planned and supported with appropriate technical training and equipment. The coordination committee established in Paragraph 3b will work with the Design Unit Supervisor to jointly develop recommendations on required training and equipment and will assist in its scheduling and implementation.
- 4b. In calculating the cost of work performed by the Design Unit, fully loaded costs will be used. Fully loaded costs include nonproductive and nonbillable time, overtime, benefits, employee expenses, space and equipment costs and Corporate overheads and indirects specific to the Design Unit. The cost of start-up training and equipment provided in 1994 will not be included in calculations of the Design Unit's cost-effectiveness. Company and Union will jointly agree on a methodology for calculating the Design Unit's comparative costs.
- 4c. To benchmark the competitiveness of the Design Unit, 5% of the work included in the scope of Paragraph 2a will be contracted out on an ongoing basis for the term of the general Agreement between the Company and ESC. At the end of the four year term, this procedure will be reviewed by both parties and mutual agreement will be needed to continue. This contracting will be done to ensure that projects similar in scope to those regularly performed by the Design Unit are used to gather benchmark information. The Company will not be required to offer overtime before contracting this work. Company will consult with the Union concerning the selection of contracts to be benchmarked. Further, Company will not layoff for lack of work while contracting Design Unit work for benchmarking purposes.
- 5a. Former Building and Site work not within the scope of Paragraph 2a may be contracted out with no requirement for the Company to offer overtime to the Design Unit provided that the employees are fully utilized on 2a work. Before contracting out 2a work, overtime will be offered in accordance with the provisions of the contract.
- 5b. Union recognizes that large contracts or contracts for work outside the scope of 2a and 2b may include some portion of 2a and 2b work. Company will not be required to extract that work or offer overtime.
- 5c. Decisions to contract out work within the scope of Paragraph 2a will be made in conjunction with the coordination committee established in Paragraph 3b, except in case of an emergency. The mutual goal will be to contract out work within the scope of Paragraph 2a only to accommodate peak work loads that can't be accomplished by existing staff at the time the contract is let, for specific expertise not available in-house, to meet unanticipated time

constraints set by clients, or if it is more cost effective. Contracting will not be utilized for the purpose of dispensing with PG&E employees.

- 5d. If work within the scope of Paragraph 2a is contracted out for any reason the Union steward will be notified, given a copy of the contract and the reason it was let. Company and Union will work cooperatively to develop a common understanding of the appropriate use of contracting.
- 5e. Except as otherwise provided in this Exhibit, contracting and offering overtime for the Design Unit shall follow the provisions of the General Contract between PG&E and the ESC and any additions or modifications of that Agreement that have been or will be negotiated between the parties.
- 6. In the event of a lack of work within the scope of Paragraph 2a and 2b, Bargaining Unit employees of the Design Unit will be assigned former BSEC work outside the defined scope or assigned work normally performed by other design groups for which they are qualified, or temporarily assigned to another design group. These assignments will only be made if the receiving department has a need. Such temporary assignments are not intended to result in the contracting out of work within the scope of Paragraph 2a and 2b. If however, employees are committed to other work projects or on loan to other design units, they will be considered unavailable for 2a and 2b work for the period of that commitment. In the event work within 2a or 2b scope is available during this time, Company may contract without having to recall those employees currently committed. It is not Company's intent to contract out large portions of work during this time and exacerbate the reduced workload upon the return of loaned employees.
- 7a. Company and Union will annually review the success of the Design Unit, including cost-effectiveness, technical quality of the work performed and client satisfaction. Either party may suggest improvements or changes to improve the Design Unit's competitiveness.
- 7b. Through labor management cooperative efforts, Company and Union will work together to resolve issues involving the self managed work group. The grievance process will only be utilized for self-directed work unit issues that can not be resolved through these efforts.

EXHIBIT 2

February 11, 1994

Engineers and Scientists of California, MEBA (AFL-CIO)  
1182 Market Street, Suite 204  
San Francisco, CA 94102

Attention: Mr. Ben Hudnall, Business Manager

Gentlepersons:

Pursuant to Section 22.10 of the Agreement between the Company and the Engineers and Scientists of California, the parties propose the following agreement concerning the decentralization of the Telecommunications Design and Drafting Unit:

1. Company will ask for volunteers within the Telecommunications Design Unit to relocate to the various field locations identified in Attachment I. In the event there is more than one volunteer per location, preference will be given to the senior employee.
2. In any field locations where there are no volunteers, Company may at its discretion upgrade one or more of the remaining vacant positions. These upgraded positions will once again be offered on a voluntary basis to Telecommunications employees and seniority will prevail. In no event will a more-senior employee be permitted to bump a junior employee who has volunteered for a field position as a result of the application of No. 1 above.
3. Anyone awarded a position that increases his/her commute to 30 miles or 45 minutes will be awarded a one-time bonus of \$2,000.00 upon transfer. An employee who elects to move and receive benefits under Section 22.7 of the Agreement will not be eligible for this bonus.
4. In the absence of volunteers as outlined in 1 and 2 above, employees from other departments (where operations permit) will be afforded the opportunity to volunteer for Telecommunications field positions. Positions will be awarded on the basis of seniority and the employee must be qualified.
5. These positions are being filled in accordance with the provisions outlined in Section 22.9. Employees to be displaced will be offered the vacancy at the new headquarters, a vacancy in their current classification in the General Office Complex, or severance with rehire rights. If the position is Design Engineer, it will be the least senior in the Telecommunications Design Unit. If the position is Design Drafter, it will be the junior Design Drafter in the system.

6. Company agrees to consider all means possible to fill remote positions prior to displacements. Those means include consideration of other than Unit employees, other line of progression employees, critical classification status, etc. Company and Union may, if necessary, enter into additional Letter Agreements for the purpose of accomplishing the decentralization in a manner most acceptable to both parties. Additionally, if a Design Engineer is forced to relocate, Company will meet with the Union prior to the move to discuss any alternative solutions.
7. An employee who accepts a position in a remote location and incurs a move greater than 75 miles will not be displaced or laid off for a period of two years from the signing of this Agreement.

If you are in accord with the foregoing and attachment and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to the Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_  
Director and Senior Negotiator

The Union is in accord with the foregoing and attachment and it agrees thereto as of the date hereof.

ENGINEERS AND SCIENTISTS OF CALIFORNIA,  
MEBA (AFL-CIO)

\_\_\_\_\_, 1994

By \_\_\_\_\_  
Business Manager

ATTACHMENT 1

OAKLAND

1 Design Engineer

1 Design Drafter

DAVIS

1 Design Engineer

1 Design Drafter

FRESNO

1 Design Engineer

1 Design Drafter

SAN JOSE

1 Design Engineer

1 Design Drafter

## EXHIBIT I

### **FLEXTIME GUIDELINES For Bargaining Unit Employees in Design Drafting Department**

#### **1. GENERAL**

Company's basic workweek for office personnel is 8:00 a.m. to 5:00 p.m., Monday through Friday, with an hour for lunch each day generally between 12:00 noon and 1:00 p.m. Flextime is intended to result in the same number of hours per week but also to allow some flexibility in the actual hour of starting or stopping work. The following limitations will be observed in determining the degree of flexibility permitted.

#### **2. HOURS**

No employee shall start work earlier than 7:00 a.m. nor end work later than 5:30 p.m. unless specifically authorized to work overtime. No employee who is subject to the Wage & Hour provisions of the Fair Labor Standards Act (i.e., weekly paid employees shall work more than eight hours in one day unless specifically authorized to work overtime).

#### **3. CORE TIME**

During core hours of 8:30 a.m. to 11:30 a.m. and 1:00 p.m. to 4:00 p.m. each workday, all employees are expected to be at work except for authorized breaks as described below. Employees who find they are unable to report to work due to illness or other cause shall notify their immediate supervisor prior to 8:30 a.m.

#### **4. BREAKS**

Employee may clock out to take breaks for coffee or other personal business at any time except that, if such breaks fall within a "core time" period, they shall not occur at the beginning or end of such period nor shall they exceed 30 minutes each unless special approval is obtained from an immediate supervisor. Normal visits to toilet facilities or water cooler are not considered "breaks" in this context nor is the consumption of coffee or similar beverage at the work station while continuing to work. Similarly, an employee who is away from his/her work station on Company business is considered to be "at work."

#### **5. LUNCH**

Lunch breaks shall be of at least one-half hour duration and shall not commence earlier than 11:30 a.m. nor end later than 1:00 p.m. Employees may take lunch in work areas provided they do not disturb other working employees.

#### **6. WORK TIME**

Accumulated work time for each employee, unpaid breaks, described above shall equal at least 37-1/2 hours each week. No weekly paid employee shall accumulate more than eight hours of work time in any one day unless specifically authorized to work overtime.

## 7. ADJUSTMENTS

Although the goal of Flextime is to enhance employee morale and productivity by allowing an element of personal freedom in the establishment of work hours, it may occasionally be necessary for the immediate supervisor to adjust an individual's Flextime schedule to meet departmental requirements, e.g., the maintenance of minimum Unit coverage between the hours of 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m.

## 8. CANCELLATION

Either party to this Agreement may unilaterally, with or without cause, cancel flextime arrangement provided for herein following 30 days' notice to the other party of such intent. (Added 1/1/83)

## **EXHIBIT J**

(Amended 1/1/00)

### **Severance Program**

#### **A. Application**

Employees laid off pursuant of Section 22.1 of the Agreement will receive the Severance Package as defined below.

Employees with less than one year of service will not be eligible for the severance program.

#### **B. Formula**

1. Four weeks pay (base classification) plus two weeks' pay for each year of service.
2. A lump sum payment of \$5,000 to partially off set COBRA and life insurance conversion coverage. The employee has no obligation to use it for COBRA conversion or continued life insurance coverage.
3. Payment is dependent on signing of the agreed to Severance Agreement and Release.
4. Employees who are rehired, pursuant to Sections 22.8 of the Agreement, within 12 months of lay-off and are subsequently laid off for lack of work within 12 months of being rehired will receive a prorated severance. The prorated severance amount will be equal to the difference between the severance amount(s) the employee previously received and the severance amount calculated using the employee's current years of service.



## EXHIBIT K

### SPECIAL SUBSTITUTE PROVISIONS (For Titles 21 and 22)

#### CONSTRUCTION

##### BIDDING ON DIVISION JOBS

Despite the exclusion of General Construction from the pre-bidding procedures within Construction, the parties recognize that Construction employees are not excluded from bidding on job vacancies in other Departments and Divisions as provided in Title 21. (Amended 1/1/94)

##### FILLING BEGINNING CLASSIFICATIONS

Appointments to beginning classifications, as listed in Exhibit A of the Agreement, shall be effective in accordance with Section 21.13 of the Agreement. (Amended 1/1/94)

##### TEMPORARY UPGRADES

In making temporary upgrades, Company shall give preferential consideration to the qualified employee at that particular assembly point and shift who has the greatest Service (as defined in Section 13.1 of the Agreement), if more than one year, and who is in the next lower classification in the normal line of progression. The Company shall, however, have the right to select a qualified employee outside that assembly point or shift provided he/she has even greater Service. Temporary upgrades normally are limited to 20 consecutive workdays but may extend beyond 20 workdays when an employee is upgraded to replace one or more employees on vacation or other absence for a longer period. Temporary upgrades to the Senior Field Engineering Technician classification are not permitted.

##### PROMOTION

Employees who have two years or more of continuous Service with Company (as defined in Section 13.1 of the Agreement) shall be given preferential consideration as follows for promotions occurring in the Construction Department in which they are employed. In the case of each subject promotion, such preferential consideration shall first be given to that employee who qualifies under Special Substitute Provisions 22.3 then to that employee who had the greatest Service and is at the top rate of pay in the classification next lower in the normal line of progression to the one in which the vacancy exists, provided that the employee is fully qualified to perform the duties of the job which is vacant. (Amended 1/1/94)

##### DEFINITIONS

(a) As used in these provisions and for no other purpose, "next lower" means that classification in retrogressive sequence next lower in the maximum rate of pay to any classification with a higher maximum rate of pay in which the same type of work or activity is performed.

(b) For the purpose of these provisions, the lines of progression in Construction are as follows:

Customer Energy Services (CES)

Gas  
Electric  
Fleet

Electric Supply  
Hydro-Generation  
Transmission Systems  
Steam Generation

Nuclear Power Generation

Telecommunications

(Amended 1/1/94)

CONSTRUCTION

The following are special substitute provisions for Title 22 of the Agreement. These provisions are applicable to construction except as otherwise noted only. (Amended 1/1/94)

22.1 PURPOSE

(a) These provisions specify the procedure to be followed when a regular employee is to be displaced from his/her position. An employee who cannot be placed in accordance with the following will be laid off.

(b) As used in these provisions, a lack of work situation is one in which the total number of jobs at a given classification level in a line of progression is to be reduced but does not cover the situation where a job at one location is completed but the employee or employees are transferred to a new location to work on another job without a change in classification. In all cases, an employee who displaces another employee or is placed in a job which is being filled for the first time must have the ability and personal qualifications for that position.

22.2 APPLICATION

(a) Employee to Be Displaced:

When displacements for lack of work occur, probationary employees in the affected classification will be laid off. If after such layoff, further displacement must be made, the regular employee in the affected classification with the least Company Service will be displaced.

(b) A vacancy at a headquarters, as defined below, will be substituted for the employee with the least Company Service at the headquarters in the application of these provisions.

(c) As used in these provisions and for no other purpose, "next lower" or "successively lower" means that classification in retrogressive sequence next lower in maximum rate of pay to any classification with a higher maximum rate of pay in which the same type or work or activity is performed.

(d) For purposes of these provisions, the lines of progression in Construction are the same as listed in Exhibit K - Title 21 Subsection (b):

Customer Energy Services (CES)

Gas  
Electric  
Fleet

Electric Supply

Hydro-Generation  
Transmission Systems  
Steam Generation

Nuclear Power Generation

Telecommunications

(Amended 1/1/94)

(e) For the purpose of these provisions, headquarters for the various lines of progression, shall be as follows:

Hydro  
Gas  
Electric  
Fleet Services  
Nuclear Power Generation  
Steam Generation  
Transmission Systems  
Telecommunications

Misc Individual Hydro Plants  
Superintendent Area  
Superintendent Area  
Davis  
Nuclear Plant  
Individual Plants  
Superintendent Area  
System

(Amended 1/1/94)

22.3 DISPLACEMENT

(a) Transfer and Displacement

The employee displaced for lack of work will be placed in the highest classification, starting with his/her own or successively lower classification, in such employee's line of progression in which the employee with the least Company Service in such classification has less Service than that of the displacing employee in the displacing employee's:

1. Headquarters, or
2. Line or progression, in that order.

(b) In lieu of the foregoing, an employee whose displacement is for lack of work may elect to return to any previous unit classification he/she held for more than six months in a different Construction line of progression from which he/she was not demoted provided that such election is made under the same principles of Service as set forth in (a) above. Once the employee elects to return to a classification under the provisions of this Subsection, he/she shall displace the employee with the least Company Service in that classification in the applicable line of progression.

(c) An employee may, in lieu of layoff in his/her line or progression, displace the most junior Field Draftsman or Transitman in the other Construction lines of progression.

(d) An employee with five or more years of Service may, in lieu of demotion or layoff in his/her line of progression, displace the most junior employee in an equal, next lower, or successively lower classification in the other General Construction lines of progression.

(e) In filling jobs under the special substitute provisions for Title 21, Company shall give preferential consideration, in Service order, to those employees who were demoted or displaced under these special substitute provisions for Title 22 for those classifications from which such employees were demoted and/or for those classifications next lower or successively lower to such classifications. (Amended 1/1/94)

#### 22.4 DEMOTION OTHER THAN FOR LACK OF WORK

This Section of the Agreement is not applicable to Construction. (Amended 1/1/94)

#### 22.5 NOTICE

Same as provided for in Title 22 of this agreement.  
(Amended 1/1/94)

#### 22.6 INVOLVING A NON-BARGAINING UNIT EMPLOYEE

Same as provided for in Title 22 of this agreement.  
(Amended 1/1/94)

#### 22.7 EXPENSES

An employee who is transferred under these provisions shall be entitled to expenses and travel allowance as provided in Title 10 of the Agreement.

#### 22.8 REHIRE PROCEDURE

Same as provided for in this agreement.  
(Amended 1/1/94)

22.9 The Provisions of Section 22.9 of the Agreement are not applicable to Construction.

#### 22.10 AMENDMENT

By written agreement between the Company and the Union, these provisions may be amended at any time.

#### 22.11 PLACEMENT OF EMPLOYEE SUBJECT TO LAYOFF

Company shall exert all reasonable effort to place an employee subject to layoff in a beginning level job vacancy in other Divisions or Departments of the Company, provided such employee is qualified to perform the duties of the vacant beginning level job. (Amended 1/1/88)

October 2, 2003

Engineers and Scientists of California  
 Local 20, IFPTE, AFL-CIO and CLC  
 350 Frank Ogawa Plaza, 8<sup>th</sup> Floor  
 Oakland, CA 94612

Attention: Marlayne Morgan, Business Manager

Dear Ms. Morgan:

Pursuant to Section 26.1 of the Agreement and the 2003 Settlement Agreement, Company proposes to cancel and supercede LOA 03-09-ESC, replacing it with this LOA which will modify the *bidding and transfer procedures for Field Engineers, Senior Field Engineering Technicians, and Field Engineering Technicians in General Construction, Utility Operations*. This proposal also incorporates recommendations from the GC Labor Management Subcommittee.

1. Transfer codes will be established for the following classifications in each of the seven OM&C Areas:

Field Engineer - Gas  
 Field Engineer - Electric  
 Field Engineering Technician - Gas  
 Field Engineering Technician - Electric

2. Prebid codes will be established for the following classifications in each of the seven OM&C Areas:

Senior Field Engineering Technician - Gas  
 Senior Field Engineering Technician - Electric

3. In the context of Section 21.3 of the Agreement, the new OM&C GC bid units are further described as follows:

<u>Area</u>	<u>Geographic Division Area</u>
Area 1	San Francisco and Peninsula
Area 2	Diablo, East Bay, and Mission
Area 3	Central Coast, De Anza, and San Jose
Area 4	Fresno, Kern, and Los Padres
Area 5	Stockton and Yosemite
Area 6	Sierra, Sacramento, and North Valley
Area 7	North Bay and North Coast

4. The following provisions apply to the enhanced transfer procedure:

- a. Field Engineer and Field Engineering Technician remain beginning classifications and the provisions of Section 21.13 apply.

- b. When filling Field Engineer vacancies in the transfer mode, the following transfer priority will be used:
- 1) transfers from qualified Senior Field Engineering Technicians within the GC Area where the vacancy exists;
  - 2) transfers from Field Engineers within the appropriate line of progression from other Areas;
  - 3) transfers from qualified Senior Field Engineering Technicians from other GC Areas;
  - 4) all other transfers from qualified employees.
- c. The qualification criteria described in RC 546 will apply to both appointments and transfers to Field Engineer vacancies.
- d. In the event of changes to the GC organizational structure or OM&C Area boundaries, the parties will meet to discuss modifications to these procedures.
- e. Company retains the right to make temporary assignments pursuant to Sections 10.6 through 10.18 of the Agreement.
- f. Employee-initiated moves resulting from these enhanced bid/transfer procedures will not trigger higher per diem or lodging costs. The new location will serve as the employee's new Residence and the employee will not be eligible for rotation provisions as described in Subsection 10.18 ( c ) of the Agreement.
- g. Field Engineers cannot bid "down" to Senior Field Engineering Technician within the same line of progression and similarly Senior Field Engineering Technicians cannot bid down to Field Engineering Technician.
- h. This letter agreement is intended to supplement the promotion process described in Exhibit K of the Agreement. The special substitute provisions for Title 22 described in Exhibit K will continue to apply to the classifications described in paragraphs one and two of this letter agreement.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided and return one executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By: s/Bruce Tison  
Bruce A. Tison  
Manager and Principal Negotiator

The Union is in accord with the foregoing and agrees thereto as of the date hereof.

CALIFORNIA

ENGINEERS AND SCIENTISTS OF  
LOCAL 20, IFPTE, AFL-CIO and CLC

October 2, 2003

By: s/Marlayne Morgan  
Marlayne Morgan  
Business Manager

## EXHIBIT L

The parties agree to revise Exhibit L as it applies to Titles 21 and 22 of the Agreement with regard to design, drafting, and miscellaneous classifications.

*Disciplines related to Lines of Progression for Design Engineers and Senior Design Engineers:*

1. Architectural Engineering
2. Civil Engineering (Civil/Pipe Support Design)
3. Mechanical Engineering (Plant/Piping Layout Design)
4. Mechanical Engineering (Instrumentation)
5. Mechanical Engineering (Building Svcs/HVAC)
6. Electrical Engineering (T&D Design)
7. Electrical Engineering (Plant/Station Design)
8. Telecommunications Engineering

*Discipline related to Lines of Progression for Sr. Design Drafters and Design Drafters:*

1. Architectural
2. Civil
3. Electrical
4. Graphical
5. Mechanical
6. Field

Drafters and Engineering Assistants have no designated discipline.

Title 21:

All vacancies will be awarded consistent with the provisions of 21.2. The term Bidding Unit will refer to General Office drafting, design, and miscellaneous classifications (includes Engineering Assistants and Material Inspectors). This Bidding Unit encompasses:

1. ENCON (G.O. and remote locations)
2. Distribution Business Unit (G.O. and Divisions)
3. Corporate Services
4. Gas Transmission and Storage
5. Electric Supply Business Unit
6. Nuclear Power Generation Business Unit

For purposes of subsection 21.2(b) and Title 22 the following are considered to be the same or higher classifications:

2980	Sr. Design Engineer	-	3129 Sr. Field Design Engineer
2983	Design Engineer	-	3128 Field Design Engineer
3000	Sr. Design Drafter	-	3021 Sr. Field Drafter
3037			
3003	Design Drafter	-	3024 Field Drafter
3038			

Title 22 Designations:

HEADQUARTERS: Work Locations, i.e. One California, 123 Mission, Auburn Service Center, Geysers Power Plant, etc.

DIVISION: Functional Department, i.e. Civil Engineering, Hydro Engineering and Construction, Substation Engineering and Construction, Geosciences, etc.

Note 1: Each Division will be divided into two sections:

- (1) San Francisco G.O. Complex, and
- (2) remote locations.

Note 2: Displacements will first occur within the Discipline the employee is currently working.

REGION: Business unit, i.e. ENCON, Gas Supply, DBU, Corporate Services, Electric Supply, Nuclear Power Generation

SYSTEM: Entire Company

Demotions will occur in accordance with all the provisions of Title 22 using the aforementioned designations.

NOTE: A Sr. Design Drafter displaced for lack of work with 5 years or more of Company Service would have the option of bumping the junior Design Drafter in the same Discipline (LOP) or across the Discipline lines. A displaced Design Drafter with 5 years or more of Company Service would also have the option of bumping across the discipline line



**EXHIBIT M**

**95-46-ESC**

November 21, 1995

Engineers and Scientists of California, MEBA (AFL-CIO)  
1182 Market Street, Suite 204  
San Francisco, CA 94102

Attention: Mr. Ben Hudnall, Business Manager

Gentlemen:

In accordance with Subsection 26.1(a) of the Agreement between Engineers and Scientists of California and PG&E, the parties propose the following Agreement concerning land-related issues. This proposed Agreement provides for the mutual benefit of the parties in helping the Company achieve its business goals and provides opportunities for employees in the land function to further utilize their skills and knowledge.

The parties agree that this Agreement and attachment supersede Attachment A of Letter Agreement 90-43 ESC pertaining to "Exempt/Bargaining Unit Division of Responsibilities." The parties recognize PG&E management has final approval on and executes all documents affecting PG&E operations as they relate to agreements referred to in the attached matrix. Leases of buildings for General Office operations in San Francisco are excluded from this Agreement.

The parties also agree that within six months upon execution of this agreement, one Land Agent position will be established and filled in San Francisco.

If you are in accord with the foregoing and attachment and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to the Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By: /s/ Sandra S. Edens  
Director and Senior Negotiator

The Union is in accord with the foregoing and attachment and it agrees thereto as of the date hereof.

ENGINEERS AND SCIENTISTS OF CALIFORNIA,  
MEBA (AFL-CIO)

1-10, 1996

By: /s/ Ben Hudnall  
Business Manager

# EXEMPT/BARGAINING UNIT

## Division of Responsibilities

11/01/95

I. PROPERTY SALES	B*	E	M
A. Receive inquiry		X	
B. Gather all information in order to complete surplus fact sheet, including:	X		
1. County Assessor's maps			
2. SBE maps			
3. Company drawings/maps			
4. Conduct field investigation and photograph property			
C. Complete Surplus Fact Sheet	X		
D. Prepare surplus letter to Operating VP's requesting concurrence and Comments		X	
E. Prepare letter for General Services VP declaring surplus status		X	
F. Upon surplus status:		X	
1. Request appraisal			
2. Request title review			
3. Request book cost and present-day capitalization			
4. Request current tax data			
5. Notify General Office and Division(s) property has been declared surplus			
G. Market Property		X	
1. Advertise property			
2. Negotiate sales price, terms, and conditions			
H. Process Offer:		X	
1. Exhibit letter prepared and signed by company and property owner			
2. Process deposit check			
3. Request deed preparation			
4. Prepare Sales Data Sheet			
5. Prepare explanation of sale price			
6. Route deed for approvals and execution by General Services VP			

	B	E	M
<b>I. Closing the Sale:</b>		X	
1. Prepare escrow instruction for the title Company			
2. Reconcile closing statement			
3. Prepare Company closing statement for Accounting Department			
4. Process final payment for property purchase			
<b>J. Request mortgage release and retire asset</b>		X	
<b>K. Maintain fee property file</b>	X		
<b>L. Maintain sales file</b>		X	
<b>II. BUILDING LEASES TO AND FROM OTHERS</b>			
<b>A. Receive request</b>		X	
<b>B. Gather necessary maps, records, and correspondence</b>	X		
<b>C. Conduct market investigation</b>		X	
<b>D. Locate suitable sites</b>		X	
<b>E. Discuss and negotiate terms and conditions with second party</b>	X*		
<b>F. Prepare Lease Agreement</b>	X*		
<b>G. Obtain signatures from second party and Company</b>		X	
<b>H. Abstract lease and update POPs data base</b>	X		
<b>I. Maintain file</b>	X		
<b>J. Manage lease</b>	X		
<b>III. APPRAISALS</b>			
<b>A. Prepare preliminary reports and data sheets; conduct market investigations</b>		X	
<b>B. Perform value justification for use in determining values for sales/lease/acquisition of land and land rights</b>		X	
<b>C. Perform value justification for use in determining values of IV below</b>	X		

\* Lease may be negotiated and prepared by two exempt Transaction Specialists, Company attorney, and/or outside contractor.

IV.	LICENSES, LEASES (except building leases), ENCROACHMENTS, CONSENTS, PERMITS, AND GRANTS OF EASEMENTS TO OTHERS	B	E	M
	A. Receive inquiry/request	X		
	B. Processing:	X		
	1. Gather necessary maps and records			
	2. Request letter from applicant			
	3. Request comments/recommendations from appropriate operating departments			
	C. Law Department liaison		X	
	D. Discuss and negotiate terms and conditions with second party	X		
	E. Complete checklist and explanation of proposed use	X		
	F. Prepare document	X		
	G. Obtain approvals from appropriate departments	X		
	H. Obtain second party's signature on document	X		
	I. Forward any fees or service charges collected to appropriate accounting department	X		
	J. Maintain file	X		
	K. Abstract lease/license and update POPs data base	X		
	L. Manage lease/license	X		
V.	QUITCLAIMS	X		
	A. Receive inquiry/request from second party			
	B. Gather necessary maps and records			
	C. Discuss and negotiate terms, conditions and fees with second party			
	D. Complete "Quitclaim Information Sheet"			
	E. Prepare document			
	F. Obtain approval from appropriate operating department			
	G. Obtain signature on document			
	H. Forward any fees/service charges to appropriate accounting department			
	I. Close file			

VI.	RELOCATIONS	B	E	M
	A. Distribution facilities: In accordance with the appropriate Standard Practice, Building and Land Services is responsible for relocation of all distribution facilities.	X		
	B. Transmission facilities:	X		
	1. Gather maps, records, and correspondence			
	2. Obtain approvals from appropriate departments			
	3. Discuss/negotiate terms, conditions and liability with requesting party and act as primary contact with requesting party			
	4. Coordinates preparation of appropriate Relocation Agreements, Contracts and supporting documents			
	5. Obtain approvals and document signatures			
	6. Determine billing arrangement and forward fees, if any, to appropriate accounting department			
	7. Monitor engineering and construction of project (throughout project if appropriate)			
	8. Close file			
VII.	LAW DEPARTMENT INVESTIGATIONS			
	A. Upon request gather:	X		
	1. Maps, records, and correspondence			
	2. Any Division comments			
	B. Review and recommend course of action		X	
	C. Coordinate with Law Department		X	
	D. Determine equitable solution.		X	
VIII.	RAILROAD, CALTRANS AND LOCAL PERMITS			
	A. In accordance with Delegation of Authority, prepare and execute necessary encroachment permit applications for distribution facilities	X		
	B. Forward license or permit for review and execution	X		
	C. Secure local administrative permits	X		
	D. Prepare encroachment permit applications for transmission facilities	X		
	E. Negotiate and secure local conditional permit		X	

B = Bargaining Unit; E = Either; M = Management

<b>IX.</b>	<b>STATE AND FEDERAL PERMITS/LEASES</b>	<b>B</b>	<b>E</b>	<b>M</b>
	A. In accordance with Delegation of Authority, prepare and execute necessary encroachment permit applications for distribution facilities	X		
	B. Forward license or permit for review and execution	X		
	C. Prepare encroachment permit applications for transmission facilities	X		
	D. Negotiate and secure leases/permits with Land Management agencies for the accommodation of Company facilities		X	
<b>X.</b>	<b>ORDINANCE AND GENERAL PLAN REVIEW</b>	X		
	A. Assist Divisions in reviewing, evaluating and responding to local ordinances and general plan revisions which may affect Company facilities, operations, or fee lands			
<b>XI.</b>	<b>FEE PROPERTY INSPECTIONS</b>		X	
	A. FERC reports			
	B. Yearly inspection of all fee lands			
<b>XII.</b>	<b>TELECOMMUNICATIONS LEASES TO AND FROM OTHERS</b>	X		
	A. Receive inquiry/request			
	B. Processing:			
	1. Gather necessary maps, records, and correspondence			
	2. Request comments/recommendations from appropriate operating department			
	C. Discuss and negotiate terms and conditions with second party			
	D. Prepare document			
	E. Obtain approvals			
	F. Obtain signatures from second party and Company			
	G. Abstract lease/license and update POPs			
	H. Maintain file			
	I. Manage lease/license and POPs data base			
<b>XIII.</b>	<b>MAP REVIEWS</b>	X		
<b>XIV.</b>	<b>ABANDONMENTS</b>	X		
<b>XV.</b>	<b>NOTICES OF DEFAULT</b>	X		

## EXHIBIT N

R2-99-04-ESC

October 19, 1999

Engineers and Scientists of California  
Local 20, IFPTE, AFL-CIO and CLC  
350 Frank Ogawa Plaza, 8<sup>th</sup> Floor  
Oakland, CA 94612

Attention: Mr. Ben Hudnall, Business Manager

The Company proposes pursuant to Section 26.1 of the Agreement to cancel and supersede provisions of the Estimator Training Program (ETP), R1-92-12-ESC.

### **General Provisions**

- A. The provisions of this Agreement are applicable to regular employees only. Hiring Hall employees are not covered by this Agreement.
- B. Employees who enter the Estimator classification shall be enrolled in and begin the training program immediately.
- C. A maximum of six months is allowed for completion of each module, including the on-the-job (OJT) training requirements. OJT requirements must be completed prior to taking the end-of-module exams.
- D. Following successful completion of the Estimator Training Program, an employee shall be reclassified to Senior Engineering Estimator at the lowest step in the progression that will result in at least a 2-1/2 percent wage increase.
- E. Within 30 days from the effective date of this Agreement, Service Planners will be reclassified as gas or electric Engineering Estimators.
- F. Service Planner duties described in LOA 96-21-ESC are included in the Estimator classification and have been incorporated in the revised Estimator/Senior/ADE job duties as Exhibit I. These duties, underscored in Exhibit I, may be assigned to all classifications within the Estimator line of progression. ETP modules 1 and 2 are available to help employees develop basic estimating skills in opposite commodity work.
- G. It is the intent of this Agreement that progression through the ETP Modules and associated On-the-Job training be continuous. Delays in program progression initiated by the trainee may impact future wage treatment and/or placement status in the Estimating line of progression.
- H. The ETP Program Administrator may implement appropriate program controls and systems to assure effective administration and protect the integrity of the training program. The ETP Ad Hoc Committee, a joint labor-management committee, will have overall responsibility for revisions to the Estimator Training Program and will review requests for exceptions to the procedures outlined in this Agreement and the ETP User's Guide.

## **Wages**

### **I. New Wage Schedule**

An Estimator wage schedule is enclosed as Exhibit II. The current Estimator wage range will be eliminated and the new wage schedule shall be effective the first of the month following the signing of this Agreement. Instructions for converting current Estimators and Service Planners to the new wage schedule are contained in Exhibit III.

### **II. Wage & Training Progression**

- A. New hires entering ETP shall be placed at the beginning wage step of Estimator and begin the training with Module 1. Requests for exceptions will be referred to the ETP Ad Hoc Committee.
- B. Employees entering the ETP are expected to immediately begin the training program, starting with Module 1. These employees will progress in accordance with the provisions of this Agreement (at six month intervals). Upon successful completion of the training program these employees will progress to the Senior Estimator classification.
- C. When an employee successfully completes a module, his/her wage rate will be increased the next workday to the appropriate wage step, but no sooner than six months from the start of the module or the last progressive wage increase.
- D. Progression shall be contingent on the successful completion of each module until the employee completes the final ETP module. The employee will then progress to Senior Engineering Estimator at the appropriate wage step. The effective date will be either the next workday, or six months from the start of the final module, whichever comes later. Promotion dates for employees entitled to accelerate may be as early as 4.5 months from start of the final module.
- E. An employee entering the Estimator classification with a wage rate above the beginning step of Estimator may retain that rate as long as it does not exceed the 12-month step of Senior Engineering Estimator. If above the latter, the wage rate will be reduced to the 12-month step of Senior Engineering Estimator. The employee will receive no further increases (except for general wage increases) until progressing to a module with a wage step higher than his/her own. Upon successful completion of the training program, the employee will progress to Senior Estimator and paid in accordance with Section 15.4 (a) (1) of the Agreement.
- F. For employees with 1997 or earlier Estimator or Service Planner classification dates, the ETP Ad Hoc Committee Decision (Exhibit V) provides additional guidance on progression.

### **Unsatisfactory Progress**

- A. Unless the employee has "incumbent" status, those who fail to successfully complete any module shall:
  - be notified of inadequate performance in writing prior to the date the trainee would be scheduled to receive the next higher wage step;



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R2-99-04-ESC

- be held in his/her present wage step;
  - have ninety (90) days to correct the specified deficiency(ies) and one more opportunity to demonstrate successful completion; and
  - be removed from the program in accordance Section 22.4 ( "Demotion Other Than For Lack Of Work" ) of the Agreement if the module is not successfully completed within the 90 day period.
- B. Employees who have been removed from the program may not re-enter ETP in the same commodity without the approval of the ETP Ad Hoc Committee. If they have not already passed the EEI Technical Test Battery, they must meet that test standard before entering an Estimator position in another line of progression/commodity. Failure to meet the EEI test standard will not preclude employees as defined in Section 3.2 of the Agreement, from entering non-estimating classifications such as Mapper.
- C. The process for "Incumbents" (Estimators of record as of October 2, 1992) and former Service Planners covered by LA 96-21-ESC differs from the foregoing guidelines. Exhibit IV describes the procedure for addressing unsatisfactory progress for these employees.

All other provisions of 96-21-ESC not modified by this agreement or the ETP Ad Hoc Committee Decision, (Exhibit V), will remain in effect. This agreement may be amended by mutual agreement of the ETP Ad Hoc Committee.

If you are in accord with the foregoing and the attachments and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to the Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By s/Brett Knight  
Director and Senior Negotiator

The Union is in accord with the foregoing and it agrees thereto as of the date hereof.

ENGINEERS AND SCIENTISTS OF CALIFORNIA,  
Local 20, IFPTE, AFL-CIO and CLC

October 19, 1999

By s/Ben Hudnall  
Business Manager

### Engineering Estimator

Under general supervision, prepares cost estimates and construction plans of less difficult nature than work performed by a Senior Engineering Estimator.

Makes field sketches and prepares layouts for construction of additions or improvements to electric or gas systems of such a nature that the plans and methods are embodied in existing standards, specifications, rules, and regulations. Estimates labor and material costs; obtains joint-pole agreements; initiates right-of-way procedures, licenses, permits, etc., and performs such other work as required to prepare the estimate in final form.

May be required to perform customer contact, project coordination, billing, and contract preparation in connection with non-subdivision residential services. Non-subdivision residential work is defined as gas and electric work of four or fewer applicants or lots. Typical jobs include temporary and permanent services, service alterations, rewires and rule 16 gas/electric extensions. Given appropriate training, may also be required to perform typical jobs in the opposite commodity.

Where clear business efficiencies can be gained, may also be assigned similar customer contact work on small commercial and agricultural jobs, although management retains jurisdiction over such work.

May be required to prepare final sketch or layout and cost estimate of more complex jobs from field notes prepared by an employee in a higher classification. May be required to investigate and prepare reports on third-party accidents.

### Additions to Sr. Estimator and ADE Job Descriptions

May be required to perform customer contact, project coordination, billing, and contract preparation in connection with non-subdivision residential services. Non-subdivision residential work is defined as gas and electric work of four or fewer applicants or lots. Typical jobs include temporary and permanent services, service alterations, rewires and rule 16 gas/electric extensions. Given appropriate training, may also be required to perform typical jobs in the opposite commodity.

Where clear business efficiencies can be gained, may also be assigned similar customer contact work on small commercial and agricultural jobs, although management retains jurisdiction over such work.

Exhibit II Estimator Wage Schedule

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New Estimator Wage Steps

Start of ETP module 1	\$ 764.75 @ week
ETP module 2	794.10
ETP module 3	824.70
ETP module 4	856.45
ETP module 5	889.45
ETP module 6	926.10
Employees must spend a minimum of 6 months in a step before progressing to the next step	

### Exhibit III-A Conversion Guidelines

Employees classified as Engineering Estimators and Service Planners will be converted to the appropriate wage step based on their current wage rate and progress in ETP.

Current Wage Rate/ETP Status	Wage Treatment
<u>Below</u> the wage step for current ETP module	Increase wage rate to appropriate step effective the first of the month following the signing of this Agreement.
<u>Above</u> the wage step for current ETP module	No further increases, except for general wage increases, until employee progresses and begins a module with a higher wage step.
<u>Above</u> the estimator wage schedule	If employee is not covered by a wage protection agreement, the employee will be designated as "Present Incumbent Only" (PIO) and the current wage rate will be frozen, with no future increases except for general wage increases, until the employee completes ETP.
<u>Above</u> the estimator wage schedule and the employee is covered by a separate wage protection agreement	The employee retains current wage rate until protection expires and then wage rate will be adjusted so as not to exceed the wage rate for 12-month step of Senior Estimator. No further increases should occur until the employee completes ETP.
<u>Above</u> the estimator wage schedule and employee is transferring into the Estimator classification from a classification with a higher wage rate	The employee may retain that rate if it does not exceed the 12-month rate of Senior Estimator. If over, the wage rate shall be reduced to 12 month rate of Senior Estimator. The employee will be designated "PIO" and no further increases should occur, except for general wage increases, until the employee completes ETP.

Exhibit III-B Conversion Guidelines (continued)

Service Planner (3211) Wage Steps	
Start	\$ 726.45
6 month	778.10
12 month	829.60
18 month	881.15
24 month	932.80
30 month	984.35
36 month (top)	1035.90

Estimator (3150 & 3151) Wage Range:	
\$ 764.75	\$ 1035.90

New Estimator Wage Steps	
Start of ETP module 1	\$ 764.75
ETP module 2	794.10
ETP module 3	824.70
ETP module 4	856.45
ETP module 5	889.45
ETP module 6	926.10

Sr. Engineering Estimator Wage Steps (no change)	
Start	\$ 926.10
6 month	979.80
12 month	1026.95
18 month	1074.30
24 month	1121.85
30 month (top)	1162.85

Examples:

- ① An Estimator in Module 4, with a pay rate of \$ 844.15, should receive an increase to \$ 856.45, the new wage step for those in Module 4.
- ② An Estimator in Module 3, with a pay rate of \$ 908.05, will remain at that rate, except for general wage increases (GWI's), until s/he progresses to Module 6, and then would receive an increase to \$ 926.10.
- ③ An Estimator in Module 5 with a pay rate of \$ 1021.60 will be designated "PIO" via payroll change tag and will receive no future increases (except GWI's) until completing ETP. At that time the employee would advance to the 18-month step of Senior Estimator.
- ④ A Service Planner covered by LOA 96-21 (a former New Business Representative) in Module 4 with a pay rate of \$ 1035.90 will be designated "PIO" via payroll change tag and will receive no future increases (except GWI's) until completion of ETP. At that time the employee would advance to the 24-month step of Senior Estimator as provided in the ETP Ad Hoc Committee Decision (Exhibit V).
- ⑤ An IBEW employee at a wage rate of \$ 1085.95 transfers to an Estimator position and begins Module 1. Since the rate is above the 12-month of Senior Estimator, the employee's rate is reduced to \$ 1026.95 (12-month step of SREE) and is frozen (except for GWI's) until the employee completes ETP. A payroll change tag should be prepared establishing the "PIO" status. Upon graduating from ETP, the employee would advance to the 18-month of Senior Estimator.

#### Exhibit IV Unsatisfactory Progress - Provisions for Incumbents

1. An "incumbent" is either:
  - an employee with a Estimator classification date of October 2, 1992 or earlier, under the provisions of LOA R1-92-12-ESC; or
  - a former New Business Representative who was placed in the Service Planner classification via LOA 96-21-ESC.
2. Failure to complete any module, will result in two additional opportunities within a six-month period to correct the specified deficiency(ies) and demonstrate successful completion of that module and the OJT training. The six months starts from the scheduled conclusion date of the current module.
3. If appropriate, following successful completion of the module, the employee's current wage rate will be increased to the next higher wage step, and a new six month review date will be established.
4. If successful completion of an ETP Module is not demonstrated, the employee will be frozen at his/her present rate of pay except for general wage increases.
5. Incumbents who fail or elect not to participate in ETP will be responsible and accountable for learning and applying information provided in the training program and performing the full scope of Estimator duties.

## **Exhibit V ETP Ad Hoc Committee Decision of May 7, 1999**

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This decision serves as a settlement of all disputed damages associated with delay of the implementation of the ETP. By applying the following provisions, Company agrees to make a one-time payment to each affected employee, as defined below

### **I. General Adjustment Provisions**

- A. Depending on the respective employee's ETP status, adjustments due to program delays may include: 1) a retroactive payment for the delay the employee experienced in reaching the senior estimator classification, and subsequent delays within the senior estimator wage progression; 2) accelerated placement within the senior estimator wage steps; and/or 3) extended wage protection for employees covered under LA 96-21.
- B. The one-time payment made to affected employees will represent compensation for alleged straight-time and overtime income losses. The retroactive payment will not be considered "wages" for purposes of the Saving Fund Plan contributions.
- C. The trigger for retroactive pay and wage step adjustments will be completion of the ETP or passing the Senior Estimator Examination.
- D. In determining the wage adjustment for each affected employee, only delays due to unavailability of ETP modules will be considered. Time spent on leaves of absence, compensation payroll, rotational assignments, or any other reason not directly related to module unavailability will not be considered. Employees who have left the estimator line of progression are not eligible for adjustments.
- E. Acceleration provisions are subject to the operational needs of the affected employee's department.

### **II. Incumbents**

- A. Incumbents are estimators of record as of October 2, 1992. This group includes current estimators, senior estimators who have completed ETP, as well as senior estimators who passed the annual Senior Estimator Examination but who could have advanced to the classification of senior estimator sooner if ETP had been available. For delays experienced after October 31, 1995, those affected employees will be eligible for retroactive pay, and upon reaching senior estimator, placement at the top wage step.
- B. Incumbents may accelerate, at their option, through the remainder of the training program including OJT requirements. Upon successful completion of the sixth module, they will progress to the senior estimator classification.
- C. Employees who entered the estimator classification during the period 1993-1995, when ETP was to have been completed and available, will be eligible for the same adjustments as incumbents and can accelerate through each remaining module in a minimum of 4.5 months.

### **III. Non-Incumbent Estimators**

- A. Estimators with 1996 classification dates who upon meeting the provisions of paragraph I.C. will be placed at the top step of senior estimator classification and can accelerate through remaining modules at the 4.5 month pace.

- B. Estimators with 1997 classification dates who upon meeting the provisions of paragraph I.C., will be placed at the 24 month step of senior estimator and can also accelerate through remaining modules at the 4.5 month pace.
- C. Estimators covered by wage protection agreements and who are paid over the top of the rate will be reviewed on a case-by-case basis, to determine if previous wage protection provisions should be extended due to ETP delays.

#### **IV. Service Planners**

- A. Service planners and estimators covered under LA 96-21, upon meeting the provisions of paragraph I.C., will be placed at the 24 month step of senior estimator and can accelerate at the 4.5 month pace. For those paid above the top of service planner, wage protection provisions of LA 96-21 are extended for 12 months.
- B. Other service planners with 1997 classification dates can accelerate through the remaining modules at a minimum of 4.5 months per module.

#### **V. Joint Oversight**

ETP Ad Hoc Committee members will jointly apply the aforementioned provisions to the affected population and address any issues resulting from this decision. The provisions of this decision represent a final resolution of the parties dispute regarding the implementation of the ETP.

s/Ben Hudnall 5/7/99

s/Brett Knight 5/7/99



## EXHIBIT O

### CRITICAL CLASSIFICATION

For the term of this Agreement the following guidelines will apply to critical classifications:

1. When a headquarters and/or a classification experiences turnover of at least 10% and/or headquarters having a pattern of vacancies that go unfilled through the bidding process remain unfilled for three or more months, Company may, upon giving written notice to Union designate the classification and classifications above, as critical classifications. Such classification(s) may include only the highest classification in the line of progression or a combination of the top and senior classifications in the line of progression. If entry-level classifications are designated, all higher classifications in the line of progression will also be covered.
2. Company will initially seek volunteers in the classification and headquarters. Employees voluntarily transferring to the critical classifications shall be designated critical and be subject to the conditions outlined below. If sufficient employees are obtained in this manner to alleviate the critical situation, no further action will be taken. If, however, a sufficient number of employees are not obtained for critical status, Company may designate all vacancies in the classification at that headquarters as "critical classifications".
3. Employees on critical status shall be paid above their basic weekly rate at one of the following rates, depending on the cost of living index for that headquarters.

<u>Band 1</u>	<u>+ 20%</u>
<u>Band 2</u>	<u>+ 15%</u>
<u>Band 3</u>	<u>+ 10 %</u>

Band 1 locations: Headquarters identified with a cost of living exceeding 125%

Band 2 locations: Headquarters identified with a cost of living between 110% and 125%.

Band 3 locations: All others identified for the critical payments.

4. The Company will determine the band for headquarters without ERI Geographic Assessor information. The attachment is based on cost-of-living data compiled by Corporate Compensation using the ERI Geographic Assessor Analysis. Company will update the data in conjunction with the general negotiations cycle.
5. Employees on critical status will not have their bids for vacancies in or below their present classifications nor their application for transfer considered for any job outside of their existing headquarters or outside of their Line of Progression.
6. "Critical" status shall be for a period of three years with the exceptions set forth in Item 7 below. However, by mutual agreement, the "critical classification" designation may be lifted on either an individual or on a total basis.
7. Employees in training classifications who are on critical status will remain on critical status at that headquarters for two years after completion of the training program.
8. Company will give the Union and the involved employees 90 days' notice of the cancellation of the "critical classification" designation. However, upon cancellation by Company, employees on critical status shall continue to receive the appropriate weekly allowance for the remainder of their applicable term or until such time as they bid or transfer to another classification or headquarters.
9. The critical status premium will not apply to the calculation of pension, 401(k), Long-Term Disability or any other benefits.

### Bands – Critical Classification Pilot

PGE Headquarters Offices	Cost of Living
Alameda	109.7%
Angels Camp	79.9%
Antioch	103.3%
Auburn	88.0%
Bakersfield	87.0%
Belmont	128.4%
Chico	86.6%
Concord	103.8%
Cottonwood	90.0%
Cupertino	126.1%
Daly City	112.0%
Dixon	95.5%
Emeryville	105.7%
Eureka	93.8%
Fairfield	95.4%
Fort Bragg	85.7%
Fremont	110.2%
Fresno	93.3%
Gilroy	103.2%
Half Moon Bay	122.4%
Hayward	105.9%
Hollister	93.3%
Lakeport	87.0%
Livermore	110.0%
Lodi	89.7%
Los Banos	82.4%
Manteca	88.6%
Mariposa	87.7%
Marysville	84.5%
Merced	83.9%
Modesto	88.1%
Monterey	107.3%

PGE Headquarters Offices	Cost of Living
Napa	104.3%
Newark	110.1%
Oakland	107.7%
Petaluma	102.3%
Pittsburg	99.2%
Red Bluff	83.7%
Redding	90.4%
Richmond	105.5%
Sacramento	93.3%
Salinas	93.2%
San Carlos	128.4%
San Francisco	144.3%
San Jose	111.3%
San Luis Obispo	98.3%
San Mateo	128.4%
San Rafael	110.0%
San Ramon	109.8%
Sanger	86.5%
Santa Cruz	114.6%
Santa Maria	94.3%
Santa Rosa	99.8%
Selma	81.8%
Stockton	94.0%
Tracy	93.0%
Turlock	85.5%
Ukiah	87.6%
Vacaville	100.4%
Vallejo	97.1%
Walnut Creek	109.8%
West Sacramento	92.1%
Woodland	93.3%

## EXHIBIT P

### ALTERNATE WORK SCHEDULES

93-11-ESC

June 1, 1993

Engineers and Scientists of  
California, MEBA  
1182 Market Street, Suite 204  
San Francisco, CA 94102

Attention: Mr. Ben Hudnall, Business Manager

Gentlemen:

In order to provide a consistent approach to ten-hour, four-day workweek schedules for employees, the Union proposes, pursuant to Subsection 7.4(e) of the Agreement, that the following provisions will be applicable to such schedule:

#### Meals

Lunch period will normally be five hours after start time. However, consistent with Section 7.3, the regular lunch period may be advanced or delayed up to one-half hour by the supervisor without the payment of overtime.

#### Overtime Meals

No employee shall be required to work more than five hours without a meal except as provided above (i.e., assuming a schedule of 6:30 a.m. through 5:00 p.m., any paid overtime prior to 5:30 a.m. or after 5:00 p.m. qualifies for meals and the employee shall be compensated pursuant to Sections 16.5 and 16.6, whichever is applicable).

#### Overtime

No overtime will be paid for hours worked during regularly scheduled hours on regularly scheduled workdays. Overtime at time-and-a-half rate shall be paid for time worked in excess of ten hours on a workday. Double time will be paid for time worked in excess of 12 consecutive hours on a workday or for call-outs. Provisions of Subsections 17.7(c) and (d) will apply for time worked on a non-workday or holiday.

#### Upgrades

The normal practice shall prevail Tuesday through Thursday. On Mondays and Fridays upgrades will be made among all personnel working the same hours including those working prearranged overtime, if applicable.

### Sick Leave, Vacation, Holidays, Jury Duty, and Funeral Leave

Sick leave, jury duty, funeral leave, and vacation will be converted to hours. An employee who is off for either will be charged for ten hours, subject to the four ten hours, subject to the following conditions:

- (1) Sick leave - Employees shall be charged in increments of one hour.
- (2) Vacation - An employee, upon returning to the regular eight-hour workday, may elect to have Company purchase any fractions of less than four hours vacation remaining; or may elect to take a day off and be paid for that amount of fractional vacation allowance due. Employees remaining on the ten-hour day at the end of a year will automatically have any fractional vacation allowance deferred to the following year, subject to the provisions of Subsection 9.10(a).
- (3) Holidays -
  - (a) Ten hours pay will be paid for holidays. The provisions of Section 8.4 shall apply to holidays on an employee's non-workday (utilizing the ten-hour credit as applied in Item No. 2 above).
  - (b) For schedules which begin or continue into a new calendar year, ten hours pay will be paid for the following Holidays:

New Year's Day	(January 1)
Martin Luther King, Jr. Day	(Third Monday in Jan)
Washington's Birthday	(Third Monday in Feb)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in Sept)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in Nov)
Friday After Thanksgiving	
Christmas Day	(December 25)
Three Floating Holidays	
  - (c) Schedules which begin at other than the beginning of a calendar year will result in the employees maintaining their current number of holidays for that year.

### Administration

This four-day, ten-hour per day schedule is voluntary by employee. Employees electing not to work this schedule will remain on a five-day, eight-hour per day schedule.

Mutual agreement for the four-day, ten-hour per day schedule will be executed at the local level between the Business Unit or Region Human Resources Manager and the Union Business Representative for the involved location.

A letter agreement will be required between the Manager of Industrial Relations and the Union Business Manager for deviation from this letter agreement.

Either the Company or Union reserves the right to return to the five-day, eight-hour shift schedule by giving a 30 days written notice.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By /s/ Ronald L. Bailey  
Manager of Industrial Relations

The Union is in accord with the foregoing and it agrees thereto as of the date hereof.

ENGINEERS AND SCIENTISTS OF CALIFORNIA,  
MEBA

August 11, 1993

By /s/ Ben Hudnall  
Business Manager

June 1, 1993

Engineers and Scientists of  
California, MEBA  
340 Fremont Street  
San Francisco, CA 94105

Attention: Mr. Ben Hudnall, Business Manager

Gentlemen:

This letter cancels and supersedes Letter Agreement R1-90-34.

Pursuant to Subsection 26.1(a) of the Agreement, Company proposes to allow the establishment of nine-hour per day work schedules by the execution of local letters of agreement. Such agreements which are in accordance with the following, may be executed by the Division Human Resources Manager and the ESC Business Representative responsible for the area establishing such schedules.

#### Schedule

The "nine-hour" schedule is based on a two workweek cycle and is voluntary by employee. Employees electing not to work this schedule will remain on an eight hour per day/five days per week schedule which is within the time/band day established by the nine-hour schedule.

1. Week 1: Four nine-hour days, one eight-hour day: 44 hours  
Week 2: Four nine-hour days, one day off: 36 hours

#### Example

	<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>
Week 1	X	9	9	9	9	8	X
Week 2	X	9	9	9	9	X	X
Repeat Week 1							
Repeat Week 2							

2. In this example, every other Friday is a non-scheduled day. The non-scheduled day off will be the same day every other week. Time card employees must turn in a time card on scheduled days off using an "X" in the hour column with "Regular Day Off" in the description column.
3. Work hours may be scheduled within the 7:00 a.m. - 7:00 p.m. band with a half-hour lunch.
4. Schedules may be established using the 44/36-hour workweek cycle with other designated non-scheduled and non-workdays, provided such days are consecutive.

### Meals

Lunch period will normally be five hours after start. However, consistent with Section 7.3, the regular lunch period may be advanced or delayed up to one-half hour by the supervisor without the payment of overtime.

### Overtime Meals

No employee shall be required to work more than five hours without a meal except as provided above.

### Overtime

No overtime will be paid for hours worked during regularly scheduled hours on regularly scheduled workdays. Overtime at the time and a half rate shall be paid for time worked in excess of nine hours on a nine-hour workday or eight hours on an eight-hour workday. Double time will be paid for time worked in excess of 12 consecutive hours on a workday or for callouts. Provisions of Subsections 17.2(c) and (d) will apply for time worked on a non-workday or holiday.

### Upgrades

In the "Schedule" example, the normal practice shall prevail Monday through Thursday. On Fridays, upgrades will be made among all personnel working the same hours including those working prearranged overtime, if applicable.

### Sick Leave, Vacation, Holidays, Jury Duty and Funeral Leave

Sick leave, jury duty, funeral leave and vacation will be converted to hours. An employee who is off for either will be charged for eight or nine hours (as appropriate for the individual's schedule), subject to the following conditions:

- 1) Sick Leave - Employees shall be charged in increments of one hour.
- 2) Vacation - An employee, upon returning to the regular eight-hour workday, may elect to have Company purchase any fractions of less than four hours vacation remaining; or may elect to take a full day off and be paid only for that amount of fractional vacation allowance due. Employees remaining on eight/nine hour day at the end of a year will automatically have any fractional vacation allowance deferred to the following year, subject to the provisions of Subsection 9.10(a).
- 3)a. Holidays - Eight or nine hours' pay will be paid for holidays. The provisions of Section 8.4 shall apply to holidays on an employee's non-workday (utilizing the eight/nine hour credit as applied in Item No. 2 above).
- b. For schedules which begin or continue into a new calendar year, eight or nine hours pay will be paid for the following holidays (depending on the employee's work schedule and date of holiday):

New Year's Day	(January 1)
Martin L. King, Jr. Day	(Third Mon in Jan)
President's Day	(Third Mon in Feb)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Mon in Sept)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thu in Nov)

Friday after Thanksgiving  
Christmas Day  
Floating Holiday

(December 25)

In order to maintain the same total number of hours of pay for holidays, two of the three Floating Holidays have been eliminated, and the Company will purchase the remaining hours of fractional holiday pay each year.

- c. Schedules which begin at other than the beginning of a calendar year will result in the employees maintaining their current number of holidays for that year.

Either the Company or Union reserves the right to return to the five-day, eight-hour shift schedule by giving a 30-day written notice.

Copies of all locally executed agreements shall be forwarded to Company's Manager of Industrial Relations and Union's Business Manager in order to be valid. Proposed agreements which deviate from the foregoing provisions require execution by the Manager of Industrial Relations and Union's Business Manager.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By /s/ Ronald L. Bailey  
Manager of Industrial Relations

The Union is in accord with the foregoing and it agrees thereto as of the date hereof.

ENGINEERS AND SCIENTISTS OF CALIFORNIA,  
MEBA

August 11, 1993

By /s/ Ben Hudnall  
Business Manager



June 1, 1993

Engineers and Scientists of  
California, MEBA  
340 Fremont Street  
San Francisco, CA 94105

Attention: Mr. Ben Hudnall, Business Manager

Gentlemen:

This letter cancels and supersedes Letter Agreement R1-92-18-ESC.

The purpose of this letter is to further clarify holiday pay of employees under the "nine-80" schedule as described in Letter Agreement 93-12. The Company proposes, in certain situations, employees be allowed to forfeit only one floating holiday instead of the two floating holidays currently specified in Letter Agreement 93-12.

Currently, all employees are entitled to 104 hours of holiday pay, which is the equivalent to 13 eight-hour holidays. In an eight-hour pay schedule, floating holidays are split up into three holidays and the 10 fixed holidays listed below:

New Year's Day	(January 1)
Martin L. King, Jr. Day	(Third Monday in January)
President's Day	(Third Monday in Feb)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in Sept)
Veteran's Day	(November 1)
Thanksgiving Day	(Fourth Thursday in Nov)
Friday after Thanksgiving	
Christmas Day	(December 25)

Broken up into hours the holiday pay amounts to 104 hours:

10 Fixed Holidays x 8 hours a day	=	80 Hours
3 Floating Holidays x 8 hours a day	=	<u>24 Hours</u>
		104 Hours Total Holiday Pay

The above holiday schedule does not accommodate workers under the "nine-80" work week because, under this schedule, most days are nine hours instead of the above example of eight hours. The "nine-80" work week has both nine and eight-hour work days, as a result, the Company and Union have decided, in Letter Agreement 93-12, that the employee under the "nine-80" work week must forfeit two of the three floating holidays and be paid for the remaining hours at the end of the year. An example of an all nine-hour holiday schedule is listed below:

10 Fixed Holidays x 9 hours a day	=	90 Hours
1 Floating Holiday x 9 hours a day	=	<u>9 Hours</u>
		99 Hours Total Holiday Pay
		5 Hours Back Pay

Under this agreement the employee is entitled to only one floating holiday even if they have more than one full day of back pay.

The Company proposes, as soon as an employee has secured eight or more hours of back pay, they may opt to convert this holiday pay into an additional second floating holiday.

The accumulation of additional holiday pay will occur only when the employees fixed or floating holidays fall on eight-hour days. The following is an example of an employee who works eight hours every other Monday, while alternate Mondays are non-work days. In this example five fixed holidays land on eight-hour Mondays:

<u>Holiday</u>	<u>Date / Day</u>	<u>Holiday Pay</u>
New Year's Day	(January 1)	9 hours
Martin L. King, Jr. Day	(Third Monday in January)	8 hours
Washington's Birthday	(Third Monday in February)	8 hours
Memorial Day	(Last Monday in May)	8 hours
Independence Day	(July 4, Saturday, becomes floating holiday taken on Monday)	8 hours
Labor Day	(First Monday in Sept)	8 hours
Veterans Day	(November 11)	9 hours
Thanksgiving Day	(Fourth Thur in Nov)	9 hours
Friday after Thanksgiving		9 hours
Christmas Day	(December 25)	9 hours
Floating Holiday		9 hours

In this example the employee receives a total of ninety-four holiday hours. Therefore, the employee will receive ten hours of back pay. This broken down further below:

5 Fixed Holidays x 9 hours a day	=	45 Hours
1 Floating Holiday x 9 hours a day	=	9 Hours
5 Fixed Holidays x 8 hours a day	=	<u>40 Hours</u>
		94 Hours Total Holiday Pay
		10 Hours Back Pay

In this example, the employee has the option to either receive ten hours of back pay or take an additional floating holiday of either eight or nine hours and receive the remaining time (one or two hours) as back pay.

The employee may exercise this option as soon as it is apparent they will have the sufficient hours to enable them to take the additional floating holiday.

Proposed agreements which deviate from the foregoing provisions require execution by the Manager of Industrial Relations and the Union's Business Manager.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By /s/ Ronald L. Bailey  
Manager of Industrial Relations

The Union is in accord with the foregoing and it agrees thereto as of the date hereof.

ENGINEERS AND SCIENTISTS OF CALIFORNIA,  
MEBA

August 11, 1993

By /s/ Ben Hudnall  
Business Manager

**Exhibit Q**

**Distribution Engineers**

*(Amended 6/01/03)*

For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, the Company recognizes the Union, certified by the National Labor Relations Board in Case No. 20 - RC - 17430, dated September 10, 1998, as the exclusive representative of employees in the classifications of Distribution Engineer (3267 & 3269) and Distribution Engineer, Associate (3266 & 3268). Pursuant to the November 18, 1999, Settlement Agreement, these classifications will be incorporated in the ESC Agreement pursuant to the conditions provided for in the Company's last, best and final offer of October 28, 1999. Those conditions are described in the remainder of this exhibit.

*(Added 1/1/200)*

**Distribution Engineers Amended Company Proposal  
Last, Best and Final Offer  
October 28, 1999**

**Job Descriptions**

The Job Descriptions are attached as Exhibit A.

**Annual Wage Rates Effective 1/1/2000**

<b>Classification</b>	<b>Minimum</b>	<b>Maximum</b>
Distribution Engineer, Associate	\$51,500	\$57,680
Electric Distribution Engineer	\$57,680	\$72,000
Gas Distribution Engineer	\$57,680	\$72,000

The base salaries of Distribution Engineers and Distribution Engineer, Associates will be adjusted by the negotiated 3% general wage increase (GWI) not to exceed the salary range maximum, effective 1/1/2000. Should an employees current salary be such that the application of the 1/1/2000 GWI exceed the range maximum, the balance of the GWI beyond the maximum will be applied as a lump sum payment. The Company will grant general wage increases of three percent (3%), effective January 1, 2001, and three percent (3%), effective January 1, 2002.

Annual progressive wage increases will be in accordance with Section 15.4 b (2) of the agreement.

**Jurisdiction Of Work**

Engineer Trainees may perform bargaining unit work as part of the Engineer Trainee Program for a period not to exceed one year.

To address specific staffing situations in the gas distribution organization, Company proposes to establish two additional Gas Distribution Engineer positions, one position in Concord and one in Chico. With the establishment of such positions, the Distribution Engineer duties will be transitioned from the existing Sr. Distribution Engineer positions. In locations where a Distribution Engineer has and continues to perform the duties of the Senior Distribution Engineer, they shall receive a 5% premium as a Present Incumbent Only. The employees covered by this provision are Keith Gockel, Dave Rymers, Joe Bernal and Anthony Thompson.

**Project Management**

Distribution Engineers will have exclusive jurisdiction over capacity and reliability projects of \$100,000 or less.

**Certification And Registration**

Employees in these classifications shall be reimbursed by Company for costs incurred in successfully obtaining Engineer In Training certification and Professional Engineer registration, and subsequent renewals.

**Construction Supervisor On-Call Duty**

Distribution Engineers who were assigned construction supervisor on-call responsibilities as of 9/10/98, will have an opportunity to volunteer to remain in the rotation for the 1999 on-call schedule. Beginning in the year 2000, at the Company's request Distribution Engineers may volunteer to serve in the local construction supervisor on-call capacity during the annual on-call scheduling period. When standing on-call and required to act in a supervisory capacity in the field directing crews, compensation will be at 1 ½ the straight time rate.

### Benefits

Effective 1/1/2000, or the first of the month (but no sooner than 15 workdays) following ratification, all Distribution Engineers and Distribution Engineer, Associates in DCS, will be converted to the bargaining unit medical, dental and vision, savings fund plan and life insurance provisions. Effective upon ratification of this agreement, Distribution Engineers and Distribution Engineer, Associates will be converted to the bargaining unit pension provisions. Vacation granted for 2000 will be in accordance with the provisions of Section 9.2 of the ESC Agreement.

### ESC Agreement

Incorporate the Distribution Engineers and Distribution Engineer, Associates into the existing ESC Collective Bargaining Agreement and Benefit Agreement, with the following noted exceptions:

The attached modifications (Exhibit B) to Titles 7, 8, 9, 10, 11, 13, 16, and 17, are intended to recognize the different applications to Distribution Engineers and Distribution Engineer, Associates, including their status as exempt employees.

The execution of this agreement does not waive, in whole or in part, any rights under federal or state wage and hour law regarding the payment of overtime to any employees covered by this agreement. Should any court determine that any of the provisions of this agreement in regard to the exempt status of the employees be determined to be invalid under federal or state law, then the Employer and Union agree to abide by all terms of any such decision. Should either party choose to exercise its right to appeal any determination regarding this issue, the determination will not be final and binding upon the parties until the appeal is resolved.

### Settlement Proposal

PG&E proposes the referenced wages, terms and working conditions be applicable to the current Distribution Engineers and Distribution Engineer, Associates in the DCS organization. It is further recognized that as a condition of this agreement, ESC will take all appropriate action to obtain the dismissal of any and all ULP complaints and the withdrawal of the pending Unit Clarification appeal, with prejudice.

### Implementation

A Distribution Engineer Implementation Committee will be established as a subcommittee of the DCS Labor Management Committee to provide oversight and assist in implementation of this Agreement, including issues related to the transition between benefit plans. Any issues arising from implementation of this Agreement during the first six months following execution of this Agreement shall be forwarded to this committee for consideration and resolution prior to utilization of the grievance procedure.

<b>Job Duties for Electric Distribution Engineer</b>
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**SAFETY:**

1. Attends all mandated safety meetings
2. Works safely at all times and works with supervisor to resolve identified issues.

**BUDGET MANAGEMENT:**

1. Submits long term and short term reconstruction, capacity and reliability plan recommendations.
2. Responsible for project management duties for capacity and reliability projects within their local area of \$100,000 or less. The tasks outlined in the project management guidelines will apply to work managed by this position.
3. Reviews and recommends job estimates within DPA for capacity and reliability.

**COMPLIANCE:**

1. Ensure own personal planning work including design and recommendations is done in compliance with standards and guidelines.

**DIVISION PLANNING:**

1. Monitor area substation and circuit capabilities and track corresponding loads. Prepares proposals, including justification, for appropriate corrective actions to address deficiencies found.
2. Perform planning studies to correctly model the electric distribution system in DEDSA (or replacement system) and work with Mapping to ensure discrepancies are corrected in associated records system.
3. Analyze historical loads and project future growth.
4. Prepare long term and short term plans to identify and correct area deficiencies.
5. Prepare draft Preliminary Planning Reviews (PPR's)
6. Identify alternatives to address deficiencies for Project Analysis (PA's)
7. Review and analyze area distribution systems and take appropriate actions to maintain power factor and primary voltage within established standards.
8. Determine circuit and associated equipment capabilities within the assigned DPA
9. Prepare and initiate switching plans to alleviate normal and minimize emergency deficiencies
10. Prepare settings for load tap changers and other line equipment.
11. Prepare necessary documentation about distribution needs for estimating to complete job packages.
12. Review requests for new large customer load additions or increases in voltage and recommend actions to correct any deficiencies.
13. Provide direction and review primary designs proposed by estimating to ensure adequate capacity and reliability

**DISTRIBUTION PROTECTION:**

1. Prepare settings for distribution protective devices
2. Perform circuit protection reviews and make recommendations for corrections.
3. Determine protection requirements for rule 20, WRO projects and other major distribution projects which could impact the existing protective scheme
4. Prepare settings for Distribution Automation (DA) devices affecting distribution protection, voltage or emergency switching.

**OPERATIONS:**

1. Initiate service dependability solutions
2. Actively participate in local reliability / root cause meetings
3. Work closely with construction to prioritize outage prevention work within DPA
4. Address customer complaints (Help Tickets) for recurring outages as assigned.
5. Prepare initial responses for CPUC complaints for recurring outages.
6. Support local DO's, DEC, construction, or storm room in emergency restoration efforts as required.
7. Provide technical support for estimating, construction, and other departments as required
8. Review, modify, and recommend switching clearances for feeders, banks and stations as requested by DO's.
9. Address customer voltage complaints caused by primary voltage problems.
10. When requested, assist E&M and OM&C personnel to address customer voltage complaints caused by secondary voltage problems.
11. Address customer EMF requests involving distribution facilities as assigned.
12. Review switching arrangements, equipment settings, voltage levels, power factor needs, etc. to ensure the distribution system is operated in the most efficient manner.

**OTHER WORK:**

1. Prepare EASOP (economic analysis) for projects in DPA
2. Prepare other engineering analysis as assigned.
3. Provide supervisor on-call support as required
4. Maintain equipment records as assigned.

**Requirements:**

A BSEE from a college or university accredited by the Accreditation Board of Engineering and Technology is required for Electrical Distribution Engineers. Distribution Engineers employed in that classification who do not hold these qualifications shall continue in the classification (i.e. Grandfathered) without negative impact.



## Job Duties for Gas Distribution Engineer

### Safety:

1. Attends all mandated safety meetings.
2. Works safely at all times and works with supervisor to resolve identified issues.
3. Incorporates safety in jobs where planners provide specifications or review.

### Budget Management:

1. Submits various capital and expense items for the annual and 5 year budgets to the senior engineer.
2. Responsible for project management duties for capacity and reliability projects within their local area of \$100,000 or less. The tasks outlined in the project management guidelines will apply to work managed by this position.

### Compliance:

1. Assists senior engineer in reviewing gas system compliance issues as assigned.

### Capacity Planning:

1. Use gas planning workstation and associated software to prepare distribution system models.  
This includes:
  - digitizing
  - loading
  - validating
  - analyzing results
  - preparing recommendations
  - preparing documentation
  - future growth planning
2. Update models.
3. Recommends distribution main and service line sizing for new business, reconstruction, WRO, and pipeline replacement (GPRP) jobs.
4. Prepares annual and 5 year capacity planning recommendations within assigned area.
5. Establishes regulator station design criteria, inlet and outlet pressures and flow rates.
6. Prepares and reviews request for calculations (RFC) for new large customer load additions and approves elevated pressure requests within delegated authority.
7. Reviews requirements for large meter sets i.e. piping size, equipment as requested for unusual situations (ADE's also perform this task).
8. Use planning workstation to provide recommendations for distribution system operation i.e. throttle valves, regulator settings, curtailments, emergency, bypass sizing, etc., to ensure adequate pressure and capacity for normal seasonal operations and during emergency operations.

### Other technical work:

1. Prepare EASOP (economic analysis) for assigned projects. Other classifications also provide economic analysis.
2. Prepare relief valve and low pressure flow analysis calculations, BTU analysis.
3. Review shutdown plans to ensure gas capacity.
4. Prepare other engineering analysis as assigned.
5. Develop, recommend and communicate winter operating plan for facilities.
6. Gas loss calculations (also provided by estimating).
7. Miscellaneous as assigned i.e. live insertion analysis.
8. Assist in investigating customer pressure complaints.
9. Dig-in Reporting (IGIS) (not sure what this involves?)
10. Provide technical support to other departments
11. Winter chart planning and monitoring.

Other work:

1. Provide construction supervisor on-call support as required.

**Requirements:**

A BSME or BSCE from a college or university accredited by the Accreditation Board of Engineering and Technology is required for Gas Distribution Engineers. Distribution Engineers employed in that classification who do not hold these qualifications shall continue in the classification (i.e. Grandfathered) without negative impact.

**Title 7. Hours**

Since Distribution Engineer's and Distribution Engineer, Associate's hours of work on a given day may vary, it is expected that they may be required to work for more than eight hours on a workday or to work on a non-workday as the occasion demands without additional compensation, with the exception of situations covered by the Additional Time Worked policy and as noted above in Construction Supervisor On-Call Duty.

The provisions for overtime pay in Section 7.3 are not applicable to Distribution Engineers and Distribution Engineer, Associates.

**Title 8. Holidays**

The provisions for overtime pay in Section 8.5 are not applicable to Distribution Engineers and Distribution Engineer, Associates.

**Title 9. Vacations**

**9.14 Unanticipated Vacation**

Distribution Engineers and Distribution Engineer, Associates may schedule vacation in increments of four hours, up to 16 per year at an employees option.

**Title 10. Expenses**

**10.20 General Provisions for Employees Attending Company Training Programs**

The provisions of payment for travel time noted in sections 10.20 (a), (b) (2), (d) and (f), shall not be applicable to Distribution Engineers and Distribution Engineer, Associates.

**Title 11. Sick Leave**

**11.6 Hourly Increments**

Distribution Engineers and Distribution Engineer, Associates shall be charged sick leave in four (4) hour increments, with no charge made for increments of less than four (4) hours. No deduction shall be made for an increment of less than four (4) hours from the wages of an Distribution Engineer or Distribution Engineer, Associate who has exhausted his/her sick leave.

**Title 13. Status of Employees and Service**

**13.5 Regular Status**

(c) The provisions of 13.5 (a) shall not be applicable to a newly hired Distribution Engineer or Distribution Engineer, Associate. They shall be hired at a monthly rate of pay not less than the minimum rate established for the classification of work to be performed. During their first six months of employment, they shall not acquire any Service or seniority rights. On the completion of their first six months of Service which, notwithstanding the provisions of Section 13.3 above, is uninterrupted by absence for more than a cumulative total of thirty days due to (1) layoff, (2) sickness or disability, or (3) any other reason, they shall acquire their Service and/or seniority rights.

## **Title 16. Meals**

The provisions of Section 16.4 and 16.6 shall not be applicable to Distribution Engineers and Distribution Engineer, Associates.

(a) Meals are reimbursable if required for:

- 1) a business need to host customers or guests
- 2) out of town or overnight travel
- 3) business related circumstances that prevent normal meal practice
- 4) conferences or training sessions
- 5) business meetings
- 6) group or individual recognition

Approval for reimbursement is required by an employee's supervisor. Meals involving only PG&E employees conducting internal PG&E business or staff related meetings (i.e., items 5 and 6 above) are discouraged and are only reimbursable if approved by the employee's manager or VP.

Employees are expected to use good judgment in selecting moderately priced meals.

(b) Groceries or the cost of meals prepared at home are not usually eligible for reimbursement. Exceptions may include meals prepared when on extended assignment away from home and home prepared meals when hosting clients on Company business. When such meals are reimbursable, reimbursement is limited to the actual cost of food and beverages purchased and consumed, or the catering costs if applicable.

## **Title 17. Overtime**

The provisions of this section shall not be applicable to Distribution Engineers and Distribution Engineer, Associates. Further, provisions for overtime payment contained elsewhere in this agreement, including its exhibits or any other agreements between the parties, shall not be applicable to Distribution Engineers and Distribution Engineer, Associates unless otherwise specifically agreed to.

### **Additional Time Worked for Monthly Paid Employees**

a) Distribution Engineers and Distribution Engineer, Associates will be eligible for compensation at the straight-time rate of pay for work beyond normal work schedules, subject to the conditions contained below:

1. Employee receives prior authorization from a director within the department to work beyond normal daily work schedule or on a non-workday to meet critical work requirements. (Examples of appropriate situations include: storms or similar operating events; or significant projects with unusual and pressing time constraints.)
2. Employee works at least one hour beyond normal daily work schedule, or works on a non-workday. On normal workdays, only the time beyond the initial one hour beyond the normal work schedule will be compensated.
3. Employee is not eligible for any other type of special incentive to offset additional time worked.
4. When serving as Construction Supervisor on-call capacity and required to act in a supervisory capacity in the field directing crews, compensation will be at 1 ½ the straight time rate.

**Title 27. Management of Company**

Engineer Trainees may perform bargaining unit work as part of the Engineer Trainee Program for a period not to exceed one year.